

Exhibit JMB-1

OSS Deficiencies Cited by the FCC in LA II
Order

OPERATION SUPPORT SYSTEMS ISSUES AND REQUIREMENTS

<u>LA II Order</u> ¶	<u>FCC ISSUES AND REQUIREMENTS</u>
¶ 10	<p>Overall</p> <p>"we have identified one remaining checklist item where major compliance problems still exist: checklist item (ii) -- nondiscriminatory access to network elements. These shortcomings include: (1) BellSouth's continued failure to provide competing carriers with nondiscriminatory access to its OSS functions, and (2) BellSouth's failure to demonstrate that it offers nondiscriminatory access to unbundled network elements in a manner that satisfies the statutory requirements."</p>
¶ 11	<p>Executive Summary: Checklist Item 2</p> <p>"BellSouth does not demonstrate that its operation support systems enable other carriers to connect electronically to its pre-ordering and ordering functions, thus placing those carriers at a competitive disadvantage relative to BellSouth's own retail operation."</p> <p>"Although BellSouth has made some progress in addressing deficiencies in its operations support systems, it has failed to address successfully other problems that we specifically identified in previous orders as critical for nondiscriminatory access."</p>
¶ 91	<p>Overall Progress and Deficiencies</p> <p>"We believe that the many enhancements and modifications to BellSouth's OSS represent important progress toward meeting the statutory nondiscrimination requirements. At the same time, there are major deficiencies that BellSouth has not corrected. In particular, we find that BellSouth fails to demonstrate that it is providing nondiscriminatory access to the pre-ordering function of OSS. Furthermore, the performance measurements, for example, flow-through rates, indicate that there are serious problems with BellSouth's OSS ordering interface. BellSouth must correct these problems in future applications."</p>
¶ 96	<p>Pre-Ordering – Lack of Equivalent Access in General</p> <p>"BellSouth fails to demonstrate that its CGI-LENS and LENS interfaces provide nondiscriminatory access to OSS pre-ordering functions. In the <i>BellSouth South Carolina Order</i>, we concluded that BellSouth "impeded competing carriers' efforts to connect LENS electronically to their operations support systems and to the EDI ordering interface by not providing competing carriers with the necessary technical specifications and by modifying the types of data provided through the LENS interface." As a result, "unlike BellSouth's retail operation which uses an integrated pre-ordering/ordering interface, competing carriers [could not] readily connect electronically the LENS interface to either their operations support systems or to BellSouth's EDI interface for ordering, notwithstanding their desire to do so."</p>

<p>¶ 104, ¶ 106</p>	<p>Pre-Ordering – Due Dates</p> <p>“We find that BellSouth still fails to offer nondiscriminatory access to due dates, for the reasons set forth in the <i>BellSouth South Carolina Order</i> and the <i>First BellSouth Louisiana Order</i>.”</p> <p>“We also note that, pursuant to an order by the Georgia Commission, BellSouth will add an automatic due date calculation capability to LENS and CGI-LENS beginning in November 1998. Until then, LENS requires competing carriers to calculate due dates manually. Although we must confine our analysis in this order to BellSouth's operations support systems at the time of the application, we will closely examine BellSouth's automatic due date calculation capability in any future application.”</p>
<p>¶ 107</p>	<p>Ordering – Flow-Through</p> <p>“BellSouth fails to make a <i>prima facie</i> showing that it provides nondiscriminatory access to OSS ordering and provisioning functions. As in its previous applications, BellSouth fails to demonstrate that it has achieved parity in order flow-through.”</p>
<p>¶ 108</p>	<p>Ordering – Flow-Through</p> <p>“We give substantial consideration to order flow-through rates because we believe that they demonstrate whether a BOC is able to process competing carriers' orders, at reasonably foreseeable commercial volumes, in a nondiscriminatory manner.”</p> <p>“Evidence of flow-through also serves as a clear and effective indicator of other significant problems that underlie a determination of whether a BOC is providing nondiscriminatory access to its operations support systems.”</p> <p>“Our operations support systems analyses in the <i>BellSouth South Carolina Order</i> and <i>First BellSouth Louisiana Order</i> linked order flow-through with a variety of other deficiencies in a BOC's operations support systems, including: (1) failure to provision orders in a timely manner; (2) failure to provide order status notices electronically; (3) failure to provide competing carriers with complete, up-to-date, business rules and ordering codes; and (4) lack of integration between pre-ordering and ordering functions.”</p>
<p>¶ 110</p>	<p>Ordering – Flow-Through</p> <p>“Although we noted in previous orders that there may be limited instances in which manual processing is appropriate, we also found that excessive reliance on manual processing, especially for routine transactions, impedes the BOC's ability to provide equivalent access.”</p>

¶ 111	<p>Ordering – Flow-Through</p> <p>“Moreover, BellSouth does not respond in this application to certain flow-through issues raised in previous orders.”</p> <p>“BellSouth again presents aggregate flow-through data for both EDI and LENS orders... in future applications, to sufficiently disaggregate its data to permit analysis of the performance of those interfaces upon which it is expressly relying on in its application.”</p> <p>“In addition, BellSouth adjusts its flow-through data upward to account for competing carriers' errors based on its own analysis of the error type and party at fault but provides no evidentiary support for its conclusion.”</p> <p>“We do not hold a BOC accountable for flow-through problems that are attributable to competing carriers' errors.”</p> <p>“In this application, BellSouth again fails to provide supporting data or documentation to substantiate its conclusions until the reply round...As in previous orders, we are unable to accept BellSouth's claims regarding competing carriers' errors in the absence of persuasive evidence to support such claims.”</p>
¶ 112	<p>Ordering – Flow-Through</p> <p>“BellSouth's own data indicate that in a significant number of cases, the failure of orders to flow through BellSouth's order processing systems cannot be attributed solely to the errors of competing carriers.”</p> <p>“BellSouth itself attributes the significantly lower flow-through rates for competing carriers to causes other than the competitors' errors. The reasons for manual processing could include BellSouth-caused errors or a decision by BellSouth not to provide electronic processing for a particular order type... by BellSouth's own analysis, the manual processing of these orders is not attributable to errors by the competing carrier.”</p>
¶ 113	<p>Ordering – Flow-Through</p> <p>“BellSouth has failed to correct other deficiencies previously identified as factors contributing to BellSouth's low flow-through rates. As in prior orders, we are unable to determine how many of the errors that BellSouth ascribes to competing carriers result from BellSouth's underlying failure to provide adequate information, such as business rules, concerning how BellSouth's internal systems process orders. We are unable to make such a judgment because, as noted above and in prior orders, BellSouth provides no evidence supporting its claims regarding the causes of order errors.”</p>
¶ ¶ 118-119	<p>Order Rejection Notices</p> <p>“Timely delivery of order rejection notices directly affects a competing carrier's ability to serve its customers, because such carriers are unable to correct errors and resubmit orders until they are notified of their rejection by BellSouth. In the <i>BellSouth South Carolina Order</i>, we concluded that BellSouth's manual provision of order rejection notices to competing carriers via facsimile failed to meet the standard of nondiscriminatory access.”</p> <p>“We will look closely at the evidence in any future application to determine whether BellSouth has taken adequate steps to transition to an automated error notice process, and whether BellSouth's performance has improved with respect to the provision of timely and accurate error notices.”</p>

<p>¶¶ 120-123</p>	<p>Firm Order Confirmation (FOC) Notices</p> <p>"In its application, BellSouth submits performance data showing FOC timeliness, disaggregated by: (1) fully mechanized orders (<i>i.e.</i>, orders that flow through); (2) partially mechanized orders that are submitted electronically but require some manual processing; and (3) manually submitted and processed orders. After further consultation, BellSouth submits data that allow us to calculate an overall FOC timeliness figure for mechanized orders."</p> <p>"we agree with the Department of Justice that BellSouth's FOC performance continues to be deficient."</p> <p>"BellSouth again provides no data concerning its provision of equivalent information to its retail operations. We stated in the <i>BellSouth South Carolina Order</i> that "the retail analogue of a FOC notice occurs when an order placed by the BOC's retail operations is recognized as valid by its internal OSS." Yet BellSouth fails to provide any data in this regard. As we have done in two previous orders, we reject the argument that a BOC does not have a corresponding FOC notice for its retail operations."</p>
<p>¶¶ 124-128</p>	<p>Average Installation Interval</p> <p>"BellSouth states that it measures the average installation interval "from [BellSouth's] receipt of a syntactically correct order from the [competing carrier] to [BellSouth's] actual order completion date.""</p> <p>"however, the data show that there is a significant disparity between the average installation intervals for competing carriers and for BellSouth's own retail operations... These data consistently support a general conclusion that BellSouth provides service to competing carriers customers in twice the amount of time that it provides service to its retail customers. This is not equivalent access."</p> <p>"Three of BellSouth's performance measurements, when added together, measure the total interval of time between BellSouth's receipt of a valid service order and its issuance of a notice to the competing carrier that service has been installed: (1) FOC interval; (2) Average Installation Interval; and (3) Completion Notice interval."</p> <p>"BellSouth does not provide analogous data on its retail operations for measurements (1) and (3), however, for purposes of comparison."</p>
<p>¶¶ 129-130</p>	<p>Completion Notices</p> <p>"BellSouth provides no data showing the "average completion interval," but states that it is currently developing a performance measure for "average completion notice interval.""</p> <p>"We agree with AT&T that, "[u]ntil the [competing carrier] receives a service order completion notice, it does not know that the customer is in service, and it is unable to begin billing the customer for service or to address maintenance problems experienced by the customer.""</p> <p>"In any future application, we expect BellSouth to show that it provides competing carriers with order completion notices in a timely and accurate manner."</p>

¶ 131-133	<p>Order Jeopardy Notices</p> <p>"We are pleased with BellSouth's progress in providing competing carriers with service jeopardy notification, but the data are insufficient to enable us to determine whether BellSouth is providing such notification in a nondiscriminatory manner."</p> <p>"BellSouth submits performance data on its provision of jeopardy notices to competing carriers for only a limited period, the month of May 1998. We will examine any future application closely for sufficient, reliable data to determine whether BellSouth provides jeopardy notices to competing carriers in a timely and accurate manner."</p>
¶ 135-136	<p>Ordering Functionality for UNEs</p> <p>"In the <i>BellSouth South Carolina Order</i>, we identified a number of concerns relating to BellSouth's OSS functions for ordering and provisioning of unbundled network elements. In particular, we were concerned with BellSouth's reliance on manual processing of UNE orders and BellSouth's OSS for ordering and provisioning of UNE combinations. We made it clear that BellSouth should address these issues in any future application, even though such issues did not form the basis of our decision in the <i>BellSouth South Carolina Order</i>."</p> <p>"Although BellSouth has improved its ordering systems for UNEs, we do not believe that it has made a <i>prima facie</i> case that its current OSS for ordering UNEs is nondiscriminatory."</p>
¶ 138	<p>UNE Flow-Through</p> <p>"BellSouth does not disaggregate competing LECs' flow-through orders for UNEs placed over the EDI interface. This level of disaggregation is necessary to evaluate whether BellSouth can process UNE orders placed over the EDI interface. In future applications, we expect BellSouth to address the degree of manual intervention for UNE orders and whether BellSouth's ordering interface for UNEs meets the nondiscriminatory requirement."</p>
¶ 139-140	<p>EDI Capacity</p> <p>"In addition, we conclude that BellSouth has not adequately supported its claim that its EDI interface has sufficient capacity to meet reasonably foreseeable demand."</p> <p>"In the absence of evidence of either adequate testing or commercial usage, we cannot conclude that BellSouth has demonstrated that its OSS for ordering UNEs is in compliance with our rules."</p>
¶ 141	<p>UNE Combinations</p> <p>"In future applications, we expect BellSouth to explain clearly the method by which competitive carriers can order UNEs that the competitive LECs plan to combine at cost-based rates under section 252(d)(1)."</p>
¶ 142-144	<p>Other UNE Ordering Issues</p> <p>"We find that BellSouth fails to demonstrate that the ordering process it offers to competitive LECs for interim number portability, complex directory listings, and split accounts meets the nondiscriminatory requirement."</p> <p>"We expect that, in any future application, BellSouth will demonstrate that the ordering process it offers to competitive LECs meets the nondiscriminatory requirement. In particular, BellSouth should provide evidence that it offers ordering functionality for UNEs, including complex directory listings, split accounts, and number portability, that provides an efficient competitor a meaningful opportunity to compete based on reasonably foreseeable demand."</p>

¶¶ 145-157	<p>Maintenance and Repair</p> <p>"We conclude that BellSouth has failed to demonstrate that it provides nondiscriminatory access to repair and maintenance OSS functions.</p>
¶¶ 158-160	<p>Billing</p> <p>"BellSouth is currently not providing carriers with usage data for flat rate calls, which prevents competitors from marketing and offering calling plans based on flat rate usage. In addition, as discussed in further detail in our discussion of switching, BellSouth did not, at the time it filed this application, provide access usage data to competitors for exchange access, thus preventing competitors from billing IXCs for such services. Finally, BellSouth does not currently provide competitors with billing data for intrastate access services. Although BellSouth commits to provide such records by October 31, 1998, and to "work with [competitive] LECs to develop an alternative compensation process" in the meantime, BellSouth has not met its OSS obligations until such time as it provides these records to competitors. Competing carriers unable to provide their customers with complete and accurate bills for all services they offer because of BellSouth's failure to provide complete and accurate billing information are at a competitive disadvantage."</p>
¶ 285	<p>Interim Number Portability</p> <p>"As discussed in our section on checklist item (ii), however, BellSouth does not demonstrate that it offers competing carriers nondiscriminatory access to its operations support systems. Thus, we find that BellSouth does not meet its burden of demonstrating that it is providing nondiscriminatory access to its operations support systems for the provision of interim number portability."</p>
¶ 319	<p>Resale</p> <p>"Although BellSouth demonstrates that it makes its telecommunications services available for resale on terms and conditions consistent with our rules, it fails to demonstrate that its operations support systems provide access to resold services on a nondiscriminatory basis. We identify in Section V.C.2.(a), above the specific deficiencies of BellSouth's operations support systems with respect to the resale of services. We, therefore, conclude that BellSouth fails to demonstrate that it meets the requirements of this checklist item."</p>

Exhibit JMB-2

Seigler Affidavit

**BEFORE THE
KENTUCKY PUBLIC SERVICE COMMISSION
Frankfort, Kentucky**

In the Matter of:)	
Investigation Concerning the)	
Propriety of InterLATA Services)	Case No. 2001-105
by BellSouth Telecommunications,)	
Inc., Pursuant to the Telecommunications)	
Act of 1996)	

AFFIDAVIT
OF
BERNADETTE SEIGLER
ON BEHALF OF
AT&T COMMUNICATIONS OF THE SOUTH CENTRAL STATES, INC.
AND TCG OHIO, INC.

STATE OF GEORGIA
COUNTY OF COBB

Before me, a notary public in and for said state and county, this day personally appeared
BERNADETTE SEIGLER, who, being by me first duly sworn, deposes and says:

1. My name is Bernadette Seigler. My business address is 1200 Peachtree Street, Atlanta, Georgia. Currently I am employed by AT&T Corp. (AT&T) as District Manager, AT&T Local Services Access Management for Operations Support Systems for Local Interconnection in AT&T's Southern Region. I am responsible for ensuring, at the most basic level, that AT&T is able to successfully send and complete orders sent to BellSouth Telecommunications, Inc. (BellSouth) for the provision of local exchange service.

PROFESSIONAL EXPERIENCE

2. I received a Bachelor of Arts Degree in Psychology from Rutgers University, New Brunswick, New Jersey in 1984. Additionally I have attended many business-related courses offered by AT&T and BellSouth. Following my graduation from college, I was employed for 6 years in the medical products industry, and I have been employed for the last 10 years in the telecommunications industry.

3. I joined AT&T in 1990 as an Account Executive selling services to business customers in northern New Jersey. From 1992 until 1995, I held increasingly responsible positions in various AT&T sales, marketing and customer support units. In 1995, I joined the AT&T Local Cross Strata organization as a Product & Offer Manager. I was on the team responsible for the planning and implementation of AT&T's strategy for entering the Local Services market throughout the United States. In late 1996, I relocated to Atlanta, Georgia to join AT&T's Regional Local Product Management & Delivery organization. From 1996 until early 2001, I held various positions that have afforded me the opportunity to gain expertise in the following areas: (1) local and directory listings ordering and associated methods and procedures with BellSouth; and (2) AT&T's ordering systems and interconnection with BellSouth. I also participated in many negotiation sessions with BellSouth in support of the above activities as AT&T's Subject Matter Expert to ensure our local business market needs were addressed. My last assignment was to lead AT&T's Business Market Entry into Georgia and Florida using

UNE P/Switched Combos of UNE Elements.¹ In April 2001, I was promoted to District Manager, AT&T Local Services Access Management for Operations Support Systems for Local Interconnection in the southern region.

PURPOSE AND SUMMARY OF AFFIDAVIT

4. The purpose of my affidavit is to describe several of the more significant difficulties that AT&T has encountered in its efforts to use BellSouth's UNE-P to provide small business customers with AT&T's All in Onesm service. AT&T's All in Onesm service enables AT&T to combine local, intraLATA, long distance, calling card, toll free and World Net services into a billing plan that includes a simple pricing structure and a discounted monthly rate. The difficulties that AT&T has encountered have been due to the failure of BellSouth to meet its obligations under Sections 251 and 271 of the Telecommunications Act of 1996 (the Act) to provide just, reasonable and non-discriminatory access to unbundled network elements, and in particular its failure to provide adequate access to the ordering segments of its operations support systems (OSS).²

¹ As used in this affidavit "UNE" refers to unbundled network elements ordered by AT&T from BellSouth; and "UNE-P" refers to the unbundled network element platform, which is the combination of unbundled loop and port.

² In the course of reviewing prior Section 271 applications, both the Federal Communications Commission (FCC) and the Department of Justice have stressed that "it is critical that competitive LECs have the ability to enter the local exchange market through the use of combinations of UNEs." *Application of BellSouth, et al. for In-Region, InterLATA Relief Pursuant to Section 271 for Louisiana*, CC Docket 98-121, ¶ 141 (1998) (citing Department of Justice Evaluation, at 36). As with any checklist item, an ILEC has the burden of demonstrating that combinations of UNEs are available "as a *practical and legal* matter." *Id.* ¶ 163 (emphasis added). The FCC also noted that it "consistently has found that nondiscriminatory access to OSS is a prerequisite to the development of meaningful local competition. For example, new entrants must have access to the functions performed by the incumbent's OSS in order to formulate and place orders for network elements or resale services, to install service to their customers, to maintain and repair network facilities, and to bill customers. The Commission has determined that without non discriminatory access to the [Bell Operating Company's] OSS, a competing carrier 'will be severely disadvantaged, if not precluded altogether, from fairly competing' in the local exchange market."

5. AT&T's use of UNE-P is a continuation of its attempts to enter the local exchange business market in Georgia that began with the passage of the Act in 1996. AT&T first attempted to enter the local exchange business market in 1996 and 1997 through the ordering of BellSouth's total services resale (TSR) product in Georgia. After months of testing, AT&T determined that it would not be in the best interest of its local exchange business customers nor in the best business interests of AT&T to enter the Georgia business users' local market by means of BellSouth's TSR offering. Our tests proved that BellSouth's TSR would be below AT&T's standards for quality, service and reliability. In addition, the costs to AT&T for TSR were significant and far too great for AT&T to be able to offer the service profitably. AT&T determined that its customers' needs would best be served by finding a method other than TSR by which to provide local services to small and large business customers. Throughout 1997 and 1998, AT&T proceeded to roll out AT&T Digital Link (ADL) service, which enabled large business customers (those with T1.5 access) to add local calling capabilities to their AT&T service. AT&T first offered ADL in Georgia, then rolled the product out in Florida, Tennessee and North Carolina. Eventually ADL was also rolled out in South Carolina, Louisiana, Kentucky, Alabama and Mississippi. Further, AT&T has attempted to provide local exchange service to small business customers through purchasing the use of loops from BellSouth, UNE-L.

Application by SBC Communications Inc., Southwestern Bell Telephone Company, And Southwestern Bell Communications Services, Inc. d/b/a Southwestern Bell Long Distance Pursuant to Section 271 of the Telecommunications Act of 1996 To Provide In-Region, InterLATA Services In Texas, CC Docket No. 00-65, FCC 00-238, Memorandum Opinion and Order (Rel. June 30, 2000) at 43-44, ¶92 (citations omitted).

6. BellSouth's failure to comply with the Act has significantly impeded AT&T's ability to enter the local exchange market for business customers. I will detail below the serious challenges faced by AT&T resulting from BellSouth's failure to provide the non-discriminatory access to key portions of its OSS that the Act requires. These challenges are: (1) the loss of service suffered by newly-migrated AT&T customers caused by faulty BellSouth procedures; (2) BellSouth's failure to adopt and follow consistent and logical business rules for ordering UNEs, resulting in an unacceptably high number of rejections in error; (3) BellSouth's unduly lengthy and burdensome process for assigning billing account numbers; and (4) the chronic instability of both BellSouth's LENS system and the back-end systems connected to LENS.

7. As a result of BellSouth's failure to meet its obligations under the Act, business customers have been deprived of the benefits of full and open competition, and in some cases those who elected to switch from BellSouth to AT&T have suffered service delays and even loss of service. These challenges have both delayed and made more difficult AT&T's effective entry into the business user market using UNE-P. Further, they have caused disruption and inconvenience to business customers who chose to use AT&T as their local carrier.

THE IMPORTANCE OF THE BUSINESS-USER MARKET SEGMENT

8. In addition to AT&T's desire to serve residential customers, small business consumers also comprise a very important market segment for AT&T. Because many small business users typically order multiple lines and maintain high volumes of activity on

these lines, the revenues from this market segment are substantial. Indeed, because businesses account for such significant source of revenue for any local exchange carrier, including BellSouth, competitive local exchange carriers (“CLECs”) such as AT&T would find it very difficult to succeed without a significant presence in the business market. In addition, a CLEC that does not establish itself as a substantial and reliable supplier of business-oriented telephone services in addition to serving residential customers would have a difficult time gaining the credibility and critical mass necessary to compete successfully in the market over the long term. For this reason, the challenges to entry caused by BellSouth’s actions and shortcomings take on added importance.

**BELLSOUTH’S FAULTY PROCEDURES HAVE CAUSED NEWLY-MIGRATED
AT&T UNE-P CUSTOMERS TO LOSE SERVICE**

9. AT&T and other CLECs have experienced an unacceptable number of loss of service incidents upon conversion of business customers from BellSouth’s service to UNE-P service. These incidents display a pattern that has become much too familiar: an AT&T business customer calls AT&T on the day of its conversion to UNE-P services or shortly thereafter – and, in at least one case, on the day before conversion was scheduled – to complain that he or she has lost dial tone on his or her business lines. AT&T representatives must then contact BellSouth’s representatives in an effort to have service restored. Inevitably, as described more fully below, AT&T representatives have a difficult time finding the right person within BellSouth to take responsibility for curing the problem. Eventually, BellSouth does restore the customer’s service, but in many cases not until hours or even days after the problem had been reported. And, because

BellSouth's role is hidden from the customer, AT&T incurs the customer's wrath for the loss of service.

10. AT&T has experienced these loss of service problems in both Georgia and Florida, the two states in the BellSouth region where AT&T is using UNE-P to provide service to its business customers. AT&T's experiences to date demonstrate the shortcomings in BellSouth's processes and procedures that are significant in considering whether BellSouth is meeting its obligations with respect to providing UNE-P services.

11. AT&T's analysis of trouble tickets relating to UNE-P orders shows that many customers are losing dial tone when BellSouth converts a customer from its service to AT&T UNE-P service. In particular, AT&T's records indicate that during the month of May 2001 (the most recent period for which AT&T has confirmed statistics), 19 AT&T customers in Georgia and 7 AT&T customers in Florida experienced loss of dial tone when converting to AT&T UNE-P from BellSouth service. To convert customers to UNE-P, BellSouth uses two separate internal orders: a new or "N" order that accomplishes the UNE-P conversion; and a disconnect or "D" order, by which the customer's BellSouth service is disconnected. If BellSouth does not process the orders in the proper sequence, the customer's service is disconnected pursuant to the "D" order before the conversion is completed pursuant to the "N" order. These two orders should be related so they are not worked independently and in the wrong sequence. However, BellSouth's procedures do not ensure that the orders are properly related and coordination failures have occurred far too frequently, resulting in a customer's loss of dial tone.

12. This issue was brought to BellSouth's attention more than three months ago at the first BellSouth UNE-P Users' Group Meeting for Georgia, held in Atlanta on March 22, 2001. A copy of the minutes of this meeting is attached to this affidavit as Exhibit BMTS-1. The Users' Group Meeting is a BellSouth-created forum that purportedly allows BellSouth to come together with CLECs to discuss UNE-P operational issues. At the Georgia meeting, following a discussion of what aspects of the UNE-P process were working and what were not, an issues list or "Action Plan" was created. Among the items on the list was the loss of dial tone problem caused by BellSouth's lack of coordination between "D" and "N" orders. A copy of the Action Plan is attached to this affidavit as Exhibit BMTS-2. (Items 1, 2 and 3 of Exhibit BMTS-2 are symptoms that all originate with the loss of dial tone at conversion to UNE-P.)

13. AT&T again presented information on this issue at the second Users' Group Meeting in Atlanta on May 23, 2001. A copy of the minutes of this meeting is attached to this affidavit as Exhibit BMTS-3. Other CLECs who were experiencing the same problem also raised the issue. Indeed, Birch Telecom stated that they had already provided BellSouth documentation regarding forty of their customers that BellSouth had put out of service because "D" orders were worked before "N" orders. Nevertheless, BellSouth representatives at the meeting refused to take action – BellSouth insisted that it needed from each CLEC more examples of such problems before committing to any corrective action. I was in attendance at that meeting, and I asked the BellSouth representatives why they were not finding a resolution to the problem since they had received reports of forty incidents from Birch Telecom as well as reports from other CLECs. I went on to

ask why we, the CLEC community, must continue to provide examples that demonstrate the same negative customer experience again and again. Other CLECs joined in saying that CLECs can continue to send examples of our customers losing dial tone, yet BellSouth will make no commitment to solve the problem.

14. In response to my comments, Lynette Nall, the BellSouth Local Carrier Services Center (LCSC) staff support representative at the meeting, finally acknowledged that BellSouth knew from the beginning that the use of "D" and "N" orders was not the preferred way to process UNE-P conversions, but that it was the best they could come up with at the time. She further said that BellSouth has had a team in place for some time to address the issue and to create a "single C-order" (change order) for UNE-P conversions and other services to prevent the loss of dial tone. At the meeting Ms. Nall said that BellSouth hopes to have this project completed *by the end of the year 2001*, but would not make a firm commitment to that schedule. Jim Marziarz, BellSouth's UNE product manager, confirmed that BellSouth was addressing the problem as described by Ms. Nall. The CLEC community, including AT&T, advised BellSouth that the estimated delivery of this solution by end of year 2001 is not an acceptable timeframe because until they fix the problem, more CLEC customers will continue to lose dial tone when converting to UNE-P. Even more distressing, and in spite of the pleas of AT&T and other members of the CLEC community, BellSouth in preparing the formal minutes of the May 23 meeting (Exhibit BMTS-2) announced that the target implementation date for the "single C-order" would be pushed back even further to *early 2002*.

15. Adding to this problem is the fact that BellSouth does not have effective communications and process linkage between its provisioning center and its maintenance center. As a result, when AT&T receives calls from customers experiencing loss of dial tone problems, the AT&T maintenance center attempts to refer this to the BellSouth maintenance center, since these are post-provisioning problems and the BellSouth maintenance center should handle such problems. However, because the "N" order effecting migration has not been worked, BellSouth maintenance center personnel do not see the migrated customer record when the order is called up on their computer screens; all they see is the worked "D" order, not the pending "N" order, and consequently they are refusing to take responsibility for the maintenance request, believing it to be a provisioning problem. This causes the AT&T personnel to make numerous telephone calls and escalate the problem through several BellSouth supervisory layers before having the matter resolved and dial tone restored.
16. By way of example, one AT&T UNE-P retail establishment customer lost dial tone on Saturday, May 5, 2001. Dial tone was not restored to this customer until Tuesday, May 8, 2001. *See* letter from Denise Berger to Ken Ainsworth, attached as Exhibit BMTS-4, outlining these UNE-P disconnect problems, and specifically Attachment 2 to that letter. As that document shows, the AT&T representatives working this problem had to make numerous calls and were transferred from one BellSouth representative to another before finally having the matter resolved, nearly three full days later.
17. In addition to the situation relating to the AT&T retail customer described above, and the other incidents referred to in the Berger letter, AT&T has experienced still other

examples of customers losing dial tone because of BellSouth's lack of coordination in the "D" and "N" order process that have occurred in Georgia and Florida over the past several months. Some examples of the types of incidents experienced by AT&T UNE-P customers are described below.

18. Perhaps the most troubling incident involved a hospice located in Union City, Georgia. On May 1, 2001, the day on which service was converted from BellSouth to AT&T, this customer reported that all seven of its lines had lost dial tone. Again, AT&T personnel contacted BellSouth immediately and worked with its personnel to restore service as quickly as possible; however, the hospice was out of service for at least 60 minutes from the time the hospice informed AT&T of the problem. Again, AT&T was informed that this problem was caused by the "D" order being worked before the "N" order. This situation was extremely disturbing to AT&T, because of the critical importance of communications services to a health care facility such the hospice, which cares for the terminally ill. Most important, of course, is that a service failure such as the one experienced by the hospice could endanger the lives and health of those in its care. Moreover, because of the nature of this facility, such a loss of service could have been extremely damaging to the business reputation of AT&T, which a new market entrant such as AT&T can ill afford as it attempts to gain a foothold in the market.
19. Another situation involved a transportation company located in Austell, Georgia. On April 20, 2001, the day of conversion from BellSouth to AT&T UNE-P, this customer reported the loss of dial tone on the four lines installed at its facility. AT&T personnel worked with BellSouth personnel to get the service restored as quickly as possible.

When asked by AT&T why the customer lost dial-tone upon conversion, BellSouth acknowledged that the problem was due to the “D” and “N” orders being worked out of sequence.

20. Three other examples have occurred in just the past few weeks. For example, on May 31, 2001, the day before the conversion of an AT&T customer to UNE-P was scheduled, BellSouth worked its D order. On June 1, 2001 the customer called AT&T to say that it did not have dial tone on any of its 11 lines. It took BellSouth about 3 hours to get our customer back in service once the outage was reported to BellSouth. However, the AT&T customer was without dial tone for a total of approximately 13.5 hours. Another incident involved a customer with only one telephone line who was out of service for 2 hours and 45 minutes on June 4, 2001, the day the customer’s service was converted from BellSouth to AT&T UNE-P. This one line is the only way for his customers to reach him, and BellSouth’s processing of the D order before the N order resulted in his not having access to his customers, which are his source of revenue, for the period of the outage. In yet another incident, on June 12, 2001, an investment firm in the Atlanta, Georgia area lost dial tone on its 10 lines on the day the customer was converted from BellSouth to AT&T. After many calls and conversations with BellSouth, dial tone was restored 27 hours and 40 minutes after it was lost. Again, this outage was due to BellSouth’s working the D order before the N order.
21. The fact that numerous loss-of-dial-tone incidents have occurred over the past several months due to BellSouth’s “D” and “N” order problem is especially troubling because, as AT&T’s volume of UNE-P orders increases, the number of problems experienced likely

will increase as well. This situation, if not corrected, will have a significant impact on AT&T's customers and on AT&T's own reputation. Compounding the problem is the customer's perception that the problem must be caused by AT&T, since there were no similar difficulties when local service was provided by BellSouth. Because of this perception, customers are many times inclined to switch back to BellSouth, even though BellSouth is the cause of the problem. Indeed, a related problem that worsens the situation, which was also identified in the UNE-P Users' Group Action Plan, is that BellSouth employees are attempting to win back CLEC customers after conversion, in some cases telling the customer that the loss of dial tone is the fault of the CLEC. *See* items 6 and 8 in the Action Plan, Exhibit BMTS-2.³

22. The unacceptable number of loss of dial tone incidents experienced by customers of AT&T and other CLECs upon conversion demonstrates that BellSouth's systems and procedures are not sufficient to process AT&T's UNE-P orders in a consistently acceptable manner. These loss of dial tone incidents are disruptive and distressing to customers, causing the customer inconvenience and loss of business, and in the case of customers such as the hospice, threatening the health and well being of those in a customer's care. And because BellSouth's role in the process is largely hidden from the customer, AT&T alone faces the customer's anger and disappointment. Because these process failures on the part of BellSouth put AT&T at a significant competitive disadvantage, BellSouth cannot claim to be meeting its obligations under the Act.

³ *See also In re: Complaint of IDS Long Distance, Inc., n/k/a IDS Telcom, L.L.C., Against BellSouth Telecommunications, Inc., and Request for Emergency Relief*, Docket No. 010740-TP, Filed May 11, 2001, before the Florida Public Service Commission.

**AT&T HAS EXPERIENCED AN UNACCEPTABLY HIGH INCIDENCE OF
REJECTIONS IN ERROR BECAUSE OF BELLSOUTH'S INCOMPLETE AND
INCONSISTENT BUSINESS RULES.**

23. AT&T orders UNE-P for its business customers from BellSouth by means of BellSouth's Local Exchange Navigation System (LENS). In order to place and process orders through LENS, AT&T is required to abide by an extensive set of business rules established by BellSouth. Failure to follow the business rules when populating information on the LENS template will cause BellSouth to return the order to AT&T for a "clarification", which amounts to a rejection of the order. When the order is rejected, AT&T must either provide supplemental information, which permits the order to continue to be processed in a manner that will allow it to meet its original completion date; or, in the case of "fatal" rejects, AT&T must start the process all over again.
24. AT&T often has found BellSouth's business rules to be incomplete or inconsistent. As a result, AT&T has experienced far too many rejections in error; that is, "clarifications" or order rejections sent back to AT&T by BellSouth even though AT&T had complied with the controlling business rules. Although these rejections in error can occur because of any one or more of several reasons, AT&T has experienced the most problems with two particular issues: BellSouth's use of universal service order codes; and BellSouth's change in ordering procedures with respect to "as is" orders. These issues are discussed below.

I. UNIVERSAL SERVICE ORDER CODES

25. A major problem with BellSouth's business rules concerns its use of universal service order codes (USOCs). A USOC is an alphanumeric code that indicates the type of service and features that are to be provisioned on a line. USOCs are generally standard within the industry. For example, the USOC "ESM" designates the call-forwarding feature. Among other things, USOCs are used to identify the appropriate billing rate on a particular service and feature combination.
26. BellSouth's business rules (including appendices to the business rules and other documents cross-referenced by the business rules) regarding the use of USOCs do not provide consistent or complete instructions that cover all service and feature combinations that are likely to arise. This results in inconsistencies in the ordering process and also triggers erroneous order rejections by BellSouth. Such rejections can cause a customer to lose service; or can result in BellSouth requiring AT&T to send new orders, which ultimately delays the new service and causes end-user customer dissatisfaction.
27. Specifically, BellSouth has provided confusing and inconsistent instructions on the USOCs that must be entered on a local service request (LSR) to convert a customer's line from BellSouth to AT&T using UNE-P. For example, BellSouth guidance documents referenced by the business rules do not specifically state which USOCs are to be used to populate the type of service (TOS) field on the LSR in order to accurately reflect that

UNE-P is a measured service, that is, a service whose fees are based on usage rather than on a flat rate. Incorrect coding in this regard can result in billing errors.

28. Furthermore, AT&T's stand-alone agreement with BellSouth for ordering of UNE combinations, effective January 31, 2001, requires that two USOCs be used in converting a business line to UNE-P: One must be designated either UEPBL (a business line with no caller ID feature) or UEPBC (a business line with caller ID), and the second USOC must be UEPLX (a designation for unbundled loop voice-grade). However, the BellSouth account team serving the AT&T account confirmed to AT&T in writing that only one USOC (UEPBL or UEPBC) was required, and further cautioned AT&T not to use UEPLX because it was not necessary and could cause BellSouth to reject the order in error. These inconsistent business rules disrupt and delay the ordering process, causing inconvenience to newly-migrating AT&T customers and undermining AT&T's image as a competent and efficient carrier.

29. The number of rejects in error experienced by AT&T and caused by BellSouth's improper application of the USOC business rules has been substantial. For example, AT&T conducted a review of a sample of 61 LSRs sent to BellSouth during the period May 1 through May 22, 2001 that were identified by BellSouth as needing clarification. Of these, AT&T identified 35 incidents of rejections in error, or 57.4% of the clarifications. Of these rejections, 19 or 31.14% of 61 total orders were attributable to BellSouth's assertion that the UEPLX USOC is required to be reflected on an order. Please note that BellSouth does not reject every order that AT&T sends for lack of the

UEPLX designation. BellSouth has converted hundreds of lines to UNE-P for AT&T on orders which never have included UEPLX on the LSR.

30. Rejections in error continue to be a problem. AT&T reviewed a sample of 13 clarifications issued by BellSouth on orders during the period June 22 to 29, 2001. Of these 13, 5 were rejected in error, or 38.5% of the rejections. In a continuation of a problem that has plagued the process for some time, in this sampling 4 of the 5 rejections-in-error were for what BellSouth alleged to be incorrect population of the Basic Class of Service (BCS) field on the LSR. BellSouth's business rules for local ordering state that the BCS field was added to the LSR to facilitate electronic ordering of PBX resale services. In other words, the BCS field is only to be used when ordering PBX resale. Nevertheless, BellSouth rejected the 4 LSRs for failure to populate the BCS field even though it is not to be used for UNE-P orders. BellSouth is therefore rejecting in error and applying rules that should never be referenced for UNE-P orders. Each of these rejections in error requires AT&T representatives to call BellSouth representatives, usually multiple times, to get BellSouth representatives to admit their error and have them work the order as is without the need for a supplemental order from AT&T. Supplemental orders not only are time-consuming, meaning that AT&T representatives cannot process as many new customer orders when they have to deal with the need to supplement existing orders; they are also costly to AT&T because each supplemental order incurs non-recurring charges paid to BellSouth. This is particularly troubling when the fault lies with BellSouth and not AT&T.

II. CHANGE IN ORDERING PROCEDURES

31. A last minute change in ordering procedures also caused problems for AT&T. During the planning for rollout of its UNE-P business customer services, and all through the pre-rollout discussions with BellSouth, AT&T understood that it could migrate BellSouth business customers to AT&T UNE-P services by placing an “as is” order with BellSouth. An “as is” order means that the customer would switch from BellSouth to AT&T without any change in the customer’s class of service or features.
32. Just two weeks before AT&T was to place its first UNE-P order with BellSouth, BellSouth advised AT&T that AT&T would not be permitted to use an “as is” order unless it were for a UNE-P to UNE-P migration. This means that AT&T can not use the simple “as is” order process to convert customers from BellSouth to AT&T UNE-P services; rather, BellSouth directed AT&T to use an “as specified” activity type on the order to convert a BellSouth account to AT&T UNE-P. An “as specified” order includes the specific identification of service and features to be provided the customer upon conversion.
33. BellSouth’s last-minute change was explained by the BellSouth account team assigned to AT&T as a misunderstanding or misinterpretation of the BellSouth rules on the part of the BellSouth account team, and only products that had been identified as UNEs prior to the FCC’s UNE Remand Order can convert using an “as is” order code. Since AT&T UNE-P orders would be converting a customer from BellSouth retail lines to UNE-P, AT&T was told it had no choice but to send the activity type of “as specified”. This last

minute change in interpretation by BellSouth added an inordinate number of steps to what should be a simple ordering process. An “as specified” order requires AT&T to populate more fields on the LSR than does an “as is” order, which increases the opportunities for BellSouth to reject orders, frequently in error. If AT&T could use the “as is” format, which simply asks that the customer be converted with the same service and features the customer presently has, much less information would have to be entered on the LSR. This would be quicker, more efficient, and result in fewer entry mistakes by AT&T and processing mistakes by Bell South. Instead, AT&T has to review rejections, determine those that are rejected in error, and escalate the problem to a BellSouth supervisor for resolution. As a result, AT&T has to spend time escalating issues for resolution and dealing with order rejections that would not have been the case using “as is” orders. These unnecessary steps impede AT&T’s ability to deliver services to its customers in the most efficient and expeditious manner.

BELLSOUTH’S BILLING ACCOUNT NUMBER ASSIGNMENT PROCESS IS
UNDULY DIFFICULT AND BURDENSOME

34. Another challenge for AT&T has been dealing with BellSouth’s method of handling the assignment of billing account numbers (BANs). The assignment of a BAN is necessary to establish a BellSouth billing account, known as a “Q account”, for AT&T accounts. Until such an account is established, AT&T cannot order UNEs from BellSouth. As discussed below, BellSouth chose to follow unduly complex and protracted rules and procedures for the UNE-P BAN assignment process. BellSouth has persisted in blaming AT&T for failing to follow procedures and other shortcomings; however, AT&T

consistently has attempted to follow BellSouth's procedures as closely as possible despite their inconsistencies and lack of clarity. AT&T did have occasion to correct information provided to BellSouth during the BAN assignment process, but the corrections were not of such nature or magnitude that the process should have been slowed or disrupted. Furthermore, contrary to BellSouth's assertions, BellSouth should not require a long lead time to provide UNE-P services, inasmuch as providing UNE-P only requires BellSouth to undertake certain recordkeeping tasks that involve adding established rates and USOCs to existing software tables.

35. Although AT&T finally completed the process, inconsistencies in BellSouth's requirements and a seeming "hide-the-ball" attitude that surfaced during the process cast doubt on BellSouth's willingness and ability to administer a consistently reasonable and rational UNE-P ordering and provisioning process going forward. An example of this occurred on June 12, 2001, in a meeting that I had with the BellSouth account team assigned to the AT&T account. At that meeting, in response to my request for forms or other guidance regarding applying for a BAN, I and the other AT&T representatives were informed by the account team that BellSouth had available on its website a guide for CLEC start-up activity, which included guidance on the information needed to be submitted in order to have a BAN assigned. After the months of discussion regarding our attempts to have BANS assigned for our UNE-P services, this is the first time that the BellSouth account team ever referred to this document. Furthermore, the account team's pointing to that document on June 12, after months of our going through the process (as described below) was not particularly useful, because it appears that information on

“Switched Port Loop Combinations”, which covers UNE-P, was not added to the document until the March 2001 version. Thus, any particular requirements specific to securing BANs for UNE-P would not even have been included in that document until after AT&T’s experience had concluded.

36. Furthermore, the problems that AT&T encountered in attempting to secure BANs for UNE-P stand in contrast to AT&T’s experience when requesting BellSouth to issue BANs for other types of services such as ADL.⁴ In those cases, AT&T did not experience the delays and difficulties created by BellSouth in the UNE-P context. It is at least curious that when AT&T began a large-scale entry into the local business user market using UNE-P, the BellSouth processes that had worked reasonably smoothly suddenly began to be problematic.

37. AT&T’s experience with BellSouth’s UNE-P BAN assignment process began on October 18, 2000, when AT&T first requested BANs for ordering UNE-P in Georgia from BellSouth. On November 1, BellSouth issued two BANs to AT&T. At that point, BellSouth did not advise AT&T of the need to execute a new or different contract in order to order UNE-P, the significance of which fact will become apparent below.

⁴ AT&T has served the business user market for several years using the “AT&T Digital Link” (ADL) service in combination with local loops from BellSouth. With ADL, AT&T uses its existing long distance facilities to provide local exchange service to certain business customers. Because the ADL architecture requires customers to have dedicated trunks to AT&T’s toll switches, ADL service is limited to business customers who have a PBX with dedicated nodal facilities (a T1.5 facility) connecting the PBX to an AT&T toll switch. At its simplest, ADL takes outbound local traffic that would otherwise be routed through local trunks to BellSouth and reroutes that traffic through the T1.5 facility to AT&T’s toll switch. AT&T then routes the local call to BellSouth for completion. In this manner, AT&T can offer an ADL customer the capability to place outbound local calls. AT&T also has served the business user market using its “Prime” family of local products, which provides local, intraLATA, toll free, long distance and other services using UNE-L facilities from BellSouth.

38. After BellSouth had issued the original two UNE-P BANs for Georgia, AT&T concluded that it needed to secure additional BANs from BellSouth, because the two BANs that had been issued would not support the kind of detailed billing information AT&T needed to bill its customers adequately. Therefore, AT&T requested, on January 8, 2001, that BellSouth assign two new BANs for Georgia UNE-P.
39. BellSouth issued the new Georgia BANs on January 18, 2001, but did not load the required information associated with the new BANs into the LENS system until January 23. Furthermore, AT&T was not able to send orders to BellSouth under the new BANs until BellSouth had correctly loaded into the system the rates, network elements and features that would be available under those BANs. And the rates, elements and features that were associated with the new BANs were attached as an exhibit to a new agreement that BellSouth required AT&T to sign. This new agreement was not presented by BellSouth to AT&T until January 31. Furthermore, this was the first time that BellSouth had made the execution of a new agreement a condition to the implementation of a BAN. Thus, 23 days had passed between AT&T's first request for the new BANs on January 8, and January 31, when the new agreement was presented to AT&T. Although AT&T executed the agreement immediately, it still took BellSouth at least four attempts to load all of the rates, elements and features correctly, and that was not accomplished until February 6, 2001. February 6 was the first day that AT&T was able to send Georgia UNE-P orders to BellSouth via the LENS system. Thus, AT&T was unable to send any UNE-P orders between January 18, when the new BANs were assigned and February 6, when BellSouth finally was able to accept orders using those BANs.

40. AT&T had a similar experience when it sought the assignment of Florida UNE-P BANs. On March 7, 2001, AT&T requested that BellSouth assign three UNE-P BANs for use in Florida. On March 9, BellSouth advised AT&T that it would take from five to seven business days to issue the BANs. However, it was not until nineteen days later, on March 28, that BellSouth once again advised AT&T it would have to sign a new agreement, with new rates, elements and features, in order to have the Florida BANs assigned. AT&T promptly signed the agreement on March 29, at which time BellSouth advised AT&T that it would take “a couple of days” to complete the processing. AT&T finally received the new Florida BANs on Friday, April 6, and was not able to submit its first order under the new Florida BANs until April 9 – eleven days after the agreement was signed.
41. The significance of AT&T’s experience with BellSouth over the assignment of the Georgia and Florida UNE-P BANs is that BellSouth continues to make compliance with its business rules and other requirements a moving target. While AT&T’s past experience with the assignment of BANs for ordering ADL and other services from BellSouth had been relatively easy and straightforward, the process became complicated and difficult for UNE-P ordering, even to the point of requiring AT&T to enter into a new, separate agreement, a requirement that came suddenly and unexpectedly. As a result, AT&T was delayed by several weeks in its ability to offer UNE-P services to its customers. BellSouth’s decision to make what had been a relatively simple process much more complicated does not suggest that it intends to be reasonable and accommodating

with respect to UNE-P ordering and provisioning activities going forward, but rather will continue to find ways to keep the playing field tilted in its favor.

**BELLSOUTH'S LENS IS UNSTABLE, ADVERSELY IMPACTING AT&T'S ABILITY
TO SERVE ITS UNE-P CUSTOMERS**

42. As noted above, AT&T places UNE-P orders with BellSouth through BellSouth's LENS. BellSouth's own tracking information shows that the LENS system and the back office processing systems that are associated with LENS have proved to be very unstable.
43. BellSouth makes available on its web site a report on LENS system outages as well as outages on BellSouth's two other ordering systems, EDI and TAG. We have prepared a summary of the outages for the past 11 months reported by BellSouth on its website, a copy of which is attached to this affidavit as Exhibit BMTS-5. As that summary indicates, during the period August 1, 2000 through June 30, 2001, the LENS system has experienced 144 separate outages, lasting from 10 minutes to as much as 5 days. The other ordering systems also experienced a significant number of outages, as reflected in Exhibit BMTS-5. As a result of these outages, AT&T has frequently experienced loss of some or all of the LENS functionality.
44. The serious instability of LENS, because it is the principal ordering interface between AT&T and BellSouth for UNE-P, significantly impacts the ability of AT&T to offer prompt, efficient and accurate UNE-P services to customers choosing to convert from BellSouth to AT&T. A fully functioning LENS is critical to AT&T's ability to establish favorable initial impressions with converting customers, inasmuch as LENS is the initial

ordering and provisioning facility for UNE-P services. LENS outages mean that AT&T cannot provide the quick and accurate response to customers placing conversion orders that such customers have come to expect, and AT&T's reputation and image suffer as a consequence. And once again, because customers have not experienced these sorts of problems when service was provided by BellSouth, AT&T stands to lose the customer.

SUMMARY AND CONCLUSION

45. The BellSouth shortcomings discussed in this affidavit evidence serious weaknesses in key segments of BellSouth's OSS. BellSouth's policies, procedures and business rules are not designed nor are they sufficiently developed to handle the orders for UNE-P services that AT&T needs to attract and retain business consumers. These inadequate rules and procedures have delayed AT&T's securing UNE-P, have made the process more cumbersome and prone to error that it should be, and has created instability in the system. This has harmed business consumers by causing unwarranted delays in service delivery, undermining their confidence in the reliability of their telephone systems, and in some cases actually causing interruption in service. Furthermore, not only do customers suffer as a result of BellSouth's failures, but because BellSouth's role in the process is hidden from customers, AT&T suffers the competitive consequences. Until BellSouth's OSS are adequate for the task, BellSouth cannot claim to be meeting its obligations under the Act to provide just, reasonable and non-discriminatory access to unbundled network elements.

I declare under penalty of perjury that the facts stated herein are true and correct, to the best of my knowledge, information and belief.

FURTHER, AFFIANT SAYETH NOT.


BERNADETTE SEIGLER

SWORN TO and subscribed before me this 6 day of July, 2001.


Notary Public

(SEAL)

My Commission Expires:
Tonya M. Coker
Notary Public, Cobb County, Georgia
My Commission Expires August 3, 2002

Exhibit BMTS-1
BellSouth UNE-P Users' Group Meeting for Georgia
March 22, 2001

**UNE-P USER GROUP MEETING MINUTES
MARCH 22, 2001**

Margaret Garvin facilitated the UNE-P User Group Workshop held in BellSouth Center's Vail Auditorium in Atlanta, GA. The purpose of the meeting was to allow BellSouth to work closer with CLECs to discuss and resolve UNE-P operational issues. The goal is to create open forums in which the user group can address the many issues involved in the provisioning of UNE-P in a direct, collaborative environment in lieu of the more formal regulatory forums. She welcomed the attendees (workshop attendee list included). The Rules of Engagement were reviewed and approved (with minor changes) by the user group attendees.

The following questions and answers were discussed regarding the Rules of Engagement:

- How will voting be handled? One vote per CLEC. If CLEC has vendor representative, he/she will have one vote for that CLEC.
- Can CLEC legal department representatives attend? Members of CLEC regulatory departments can be included. However, attorneys are not invited to participate.
- How will change control issues be handled? Change control issues should be forwarded to change control process team by individual CLEC with consensus of user group.
- Will there be a fixed date for UNE-P user group meetings? To be determined. Bi-monthly and quarterly meetings were suggested. Possibly scheduled in conjunction with change control and change control review board meetings.
- Will there be a common user mailbox for CLEC e-mail? Until one is available, send issues to margaret.garvin@bridge.bellsouth.com (770-936-3750)
- Can notification be e-mailed letting user group know when website has been updated? Yes
- Will there be time during 8:30-12:30 format to bring up new issues? Yes

Jim Maziarz-BellSouth Product Manager gave UNE-P overview "Unbundled Port/Loop Switched Combinations". He will be developing snapshot of rate elements for "top ten" call flows. Call flows can be viewed on BellSouth's website www.interconnection.bellsouth.com/products/html/unes.html Product Information: 2-Wire Voice Grade UNE Loop/Port Combination (Business, Residential and Line Side PBX) go to page 19 for FLOWSPPT.ZIP.

The following questions (not included in Action Plan) and answers were discussed following the presentation:

- Are top MSAs in Zone 1 different than de-averaging as defined in NECA?
- ADUF file support needed in training materials provided to CLECs.
- What UNE-P service is equivalent to Megalink? BSI channelized trunk service. BRI and above go through complex group.
- Can ISDN BRI combinations be processed? Yes, orders have been submitted by various CLECs electronically in TAG and they are working.
- Will de-averaged loops be addressed in user group? Yes
- DS3 loop combination planned? No
- Are DDITs all outbound services? Yes, trunk side only, no class of service.

Tom Roberts-BellSouth Trainer spoke about UNE-P training opportunities and provisioning services.

- Switch port loop combo course is available (2-days) which will review billing and LENS. It can be suitcased to CLEC sites.
- Templates are being developed for specific REQ types for LSOC version 4 including highlighted fields and drop down menus. To be used for manual ordering. May reduce number of clarifications.
- Order writing services are available for a fee.

Rebate offers are available for courses. Professional Training may be contacted at 888-404-9899.

Pat Rand-BellSouth UNE Support Manager gave presentation, "319-Switched Combos Opportunities with Resolution". She reviewed the Opportunity Types, electronic, manual, billing and miscellaneous.

The following questions (not included in Action Plan) and answers were discussed following the presentation:

- Are CLECs being billed for individual truck rolls?
- Can coin orders be processed in LENS? Yes, as of March 20.
- Talk.com has inaccurate loss notification report. Will provide examples to Jim Maziarz.

The afternoon was dedicated to giving CLECs the opportunity to present UNE-P issues. Thirty-two issues were boarded for inclusion in Action Plan. Feedback from BellSouth will be available in updated Action Plan on the website April 5. CLECs were asked to provide issues that they have identified to the facilitator two weeks prior to the next UNE-P user group meeting.

In closing, Margaret Garvin asked CLECs for comments about the value of the UNE-P User Group Workshop. Additionally, a feedback survey form was provided for attendees' comments.

The following comments were voiced:

- There needs to be representation from LCSC operations.
- Face-to-face meetings are preferable. Bi-weekly or quarterly. Try to schedule around change control meetings. Conference call availability is needed but being on conference bridge it is difficult to maintain.
- Retain BellSouth SME participation.
- UNE-P user group workshop was valuable, useful and appreciated.

The following items will be posted on website and updated as needed:

- Meeting announcements
- Meeting minutes
- Action plan
- User group member directory
- Rules of engagement

UNE-P USER GROUP ATTENDEES**March 22, 2001**

ACCESS Integrated Networks	Walter	Carnes
Access Point Inc.	Jared	Welch
AT&T	Ray	Sinclair
AT&T Business Local Service	Bernadette	Seigler
Birch Telecom	Lacie	Hamlin
Choctaw Communications Inc.	Amy L.	Lasseigne
Computer Intelligence Inc. (CI ²)	Thomas	Allen
Computer Intelligence Inc. (CI ²)	Athon	Clemons
Computer Intelligence Inc. (CI ²)	Darwin	Johnson
Computer Intelligence Inc. (CI ²)	Ruth	Wilson
IDS Telecom	Becky	Wellman
Interconnection Services	Scott A.	Kassman
ITC^DeltaCom	Debbie	Campbell
ITC^DeltaCom	Mary	Conquest
ITC^DeltaCom	Jana	Hudson
ITC^DeltaCom	Amy	Mann
ITC^DeltaCom	Kim	Sharp
KMC Telecom	Pauline	Frye
KMC Telecom	Tina	General
KMC Telecom	Marva Brown	Johnson
KMC Telecom	Dave	Sered
Lightyear Communications	Chris	Pointer
MCI	Caren	Schaffner
NewSouth Communications	John	Fury
NOW Communications	Joe	Clark
NOW Communications	Steve	Sulak
Stratos Telecom	Sheryl	Scobel
Talk.com	Susan	Chapman
Talk.com	James	Childress
Talk.com	Sharon	Eleazer
Talk.com	Debbie	Manoochehri
Talk.com	Page	Miller
Var-Tec Telecom	Terry	Gray
Var-Tec Telecom	Steve	Peters
Var-Tec Telecom	Ken	Schneer
Velocity Network of Kentucky	Ross	Costanzo
Velocity Network of Kentucky	David	Edwards
Velocity Network of Kentucky	Alan	Franklin
WorldCom	Amanda	Hill
Z-Tel	Kristi	McNish
Z-Tel	Tami	Swenson

UNE-P USER GROUP ATTENDEES
March 22, 2001

BELLSOUTH PARTICIPANTS

Allison Brown
Amanda Butler
Scott Carpenter
Georgia Christenas
Constance Coley
Sandra Davis
Jewel Fortner
Bill French
Margaret Garvin
Patti Klein
Margaret Largent
Suzie Lavett
Richard Lee
Jim Maziarz
Herdy Menina
Tim Miller
Lynette Nall
Pat Rand
Tom Roberts
Ellen Shepard
Laura Walls
Suzanne White

**Exhibit BMTS-2
Action Plan**

UNE-P USER GROUP WORKSHOP ACTION PLAN

Revised As Of May 30, 2001

ITEM # DATE REC'D	REC'D FROM & OWNER	WHAT	RESP DUE	STATUS
1 3/22/01 Also see 2 & 3	IDS Telecom Becky Wealman NewSouth John Fury BellSouth	Errors prevent N-orders from flowing with D-orders. D-order processed first (separately). LFACS PC's orders since facilities are not reused creating service outage.	06/06/2001	Customer provided real-time example.
2 3/22/01 Also see 1 & 3	Sandra Davis BellSouth BellSouth	Loss of dial tone on day of conversion. Only one or two lines going down (sometimes entire account).	06/06/2001	Customer must contact LCSC immediately upon next recurrence. Needs to be observed while it is happening.
3 3/22/01 Also see 1 & 2	Sandra Davis BellSouth BellSouth	Order stays in AO status during conversion	06/06/2001	Customer must contact LCSC immediately upon next recurrence. Needs to be observed while it is happening.
4 3/22/01	Talk.com Page Miller BellSouth Constance Coley	New orders with FOC dates do not download to WNIC.	06/06/2001	Customer will send new examples to CSM.

UNE-P USER GROUP WORKSHOP ACTION PLAN

Revised As Of May 30, 2001

ITEM #	DATE	REC'D FROM	WHAT	RESP	DUE	STATUS
5	3/22/01	ITC/DeltaCom Mary Conquest John Fury NewSouth	When ADSL is added to resale account CLEC cannot convert to UNE-P. CLEC did not add ADSL.	Closed		In a UNE-P arrangement, the CLEC is the network provider and BellSouth is no longer able to provide its ADSL service on that line. With Resale, BellSouth is the network provider and may provide its tariffed ADSL service on the end user's line.
6	3/22/01	ITC/DeltaCom Mary Conquest Lacie Hamlin NewSouth John Fury BellSouth Jim Maziarz	BST retail employees have been telling end-users that CLEC has generated conversion which created outage.	06/06/2001		BellSouth is investigating.
7	3/22/01	ITC/DeltaCom Mary Conquest Sandra Davis BellSouth	Cancelled orders (mostly call forwarding) created clarifications for "Reason Cancelled"	06/06/2001		BellSouth needs examples at the time clarification sent
8	3/22/01	ITC/DeltaCom Mary Conquest Jim Maziarz BellSouth	What are BellSouth's responsibilities to CLECs with regard to Win Back? How much of BellSouth's process (time frames, reporting and contacts) can be made available?	Closed		Outside of the scope of the User Group.

UNE-P USER GROUP WORKSHOP ACTION PLAN

Revised As Of May 30,2001

ITEM #	DATE	REC'D FROM	WHAT	RESP	STATUS
9	3/22/01	Talk.com Page Miller	CSOTS system does not reflect adjusted due dates after LCSC makes changes.	Closed	
10	3/22/01	Talk.com Page Miller NewSouth John Fuy BellSouth Kevin Davis	Getting FOCs but not Completes (customer "on/nol on")	Closed	For manual orders, the LCSC does not return a Completion Notice (CN) electronically to LENS. If the order was originally generated via LENS, then the CLEC will receive an FOC and an CN. If the CLEC did not receiving CN electronically for orders that they submitted electronically, then they will need to send that specific order number to their account rep for testing.
11	3/22/01	ITC^DeltaCom Mary Conquest BellSouth Tiffany Ray	EDI issues not posted on website.	06/06/2001	Referred to change control. Issue is being addressed by BellSouth Electronic Communications Support Group. ECD will be provided.
12	3/22/01	Birch Telecom Lacie Hamlin BellSouth Jim Maziarz	Are there specific area calling plan USOCs in GA, FL and NC?	Closed	There are no calling plan USOCs for GA and NC. However, there is one calling plan USOC (UEPAF) for residential conversions in FL. Consult information guide for description of USOC under BellSouth retail calling plans.

UNE-P USER GROUP WORKSHOP ACTION PLAN

Revised As Of May 30,2001

ITEM #	REC'D FROM & OWNER	WHAT	RESP DUE	STATUS
13	IDS Telecom Becky Wellman NewSouth John Fury BellSouth Sandra Davis	Need flag (indicator) to show when customer has local service freeze.	06/06/2001	Customer provided examples.
14	ITC/DellaCom Mary Conquest BellSouth Laura Walls AT&T	Can the type of call records be included on call flows?	06/06/2001	BBI has formed a working group that will establish and develop documentation process for this information. ECD will be provided.
15	Ray Sinclair BellSouth Jim Maziarz	Need UNE-P zones (market-based rate) posted on website.	06/15/2001	This information will be posted to the website and is scheduled to be added by June 15, 2001.
16	WorldCom Amanda Hill	Where does CLEC get special access number for remote access call forwarding on electronic orders? Only provided on manual orders.	Closed	Has been referred to Account Team.
17	WorldCom Kevin Davis BellSouth	How to obtain address validation? Can LCSC assist?	06/06/2001	BBR being updated. Release date will be provided.
18	Birch Telecom Lacie Hamlin BellSouth Charlotte Lange Lynette Nail	What is the difference between user transfer calling (ELY2N) and 3-way calling for transfer (ESCWT)?	Closed	ELY2N is Prestige USOC

UNE-P USER GROUP WORKSHOP ACTION PLAN

Revised As Of May 30, 2001

ITEM #	DATE REC'D	REC'D FROM & OWNER	WHAT	RESP DUE	STATUS
19	3/22/01	WorldCom Amanda Hill	Do medical expedites require documentation from doctor?	Closed	No. IM approval is required. Would be normal expedite request for LCSC.
20	3/22/01	BellSouth Talk.com Page Miller	When BellSouth 800 number is dialed, will BellSouth report activity to pay phone cleaninghouse?	06/06/2001	
		BellSouth Jim Maziarz			

UNE-P USER GROUP WORKSHOP ACTION PLAN

Revised As Of May 30,2001

ITEM #	REC'D FROM	OWNER &	WHAT	RESP	STATUS
21	ITC/DeltaCom	May Conquest Patli Klein BellSouth	Does Tennessee have market rates for UNE-P pricing?	Closed	The rates for combinations which the Tennessee Regulatory Authority (TRA) has approved are cost based rates for currently combined UNCs, or switch-as-is combinations. BellSouth will combine loop and transport UNCs at cost-based prices as required in the FCC's UNE Remand Order in order to have the exemption from providing local circuit switching in Density Zone 1 of the Nashville MSA. BellSouth is offering non-currently combined UNCs to CLECs at market rates pursuant to negotiated professional services agreement. BellSouth is aware that the TRA has stated its intention to issue a written order in the Intermedia Arbitration case (at its Conference on February 6, 2001), requiring BellSouth to provide CLECs with combinations of network elements which BellSouth currently provides to itself anywhere in its network. This decision is in the context of a two-party arbitration. Unless BellSouth seeks and obtains a stay of the TRA's order, the terms and conditions included in the BellSouth-BellSouth include ADUF in UNE training classes?
22	ITC/DeltaCom	Mary Conquest BellSouth Laurel Mackenzie	Will BellSouth include ADUF in UNE training classes?	Closed	Billing class that will cover ADUF. The class is scheduled for September 20 - 21 in Birmingham.
23	KMC Telecom	Tina General BellSouth Laurel Mackenzie	Will BellSouth offer "beginner" UNE ordering process information?	Closed	BellSouth has split UNE class into four classes: UNE Basic (beginner class) starting in February; DATA UNE in March; Switch Port/Loop in February; and Collocation in April

UNEP-USER GROUP WORKSHOP ACTION PLAN

Revised As Of May 30,2001

ITEM #	DATE & REC'D	REC'D FROM & OWNER	WHAT	RESP	STATUS
24	3/22/01	WorldCom Amanda Hill BellSouth Sandra Davis	What rules surround customer abandonment that result in disconnects?	Closed	
					<p>When a CLEC's end user is disconnected as an abandoned station, various scenarios may result. If another end user is requesting service at the location and it is not a request for an additional line, the existing service should be disconnected to allow facilities to be reused. Since the current end user is not available to handle the disconnect request, a disconnect reason of AS is used. If the LCSC receives a request from the CLEC in which the CLEC has advised it is an Abandon Station and if the working service is a BellSouth account, a disconnect order is issued and an "N" Order for the new service. There is no notification required. If the working service is for a different CLEC a "D" order is issued and an "N" order for the new service is issued. A MECHANIZED NOTIFICATION LETTER will be sent to the CLEC whose account is being disconnected. On a new install, the CLEC must indicate if there is existing working service at the end user location. They do this by populating the WSCP field on the End User form with either A (for an additional line) or V (for Abandon) if they do not indicate anything in this field, and the LCSC determines that an interfering station condition exists, the order is clarified back to the CLEC.</p>

UNE-P USER GROUP WORKSHOP ACTION PLAN

Revised As Of May 30,2001

ITEM #	DATE	REC'D FROM	WHAT	RESP	DUE	STATUS
25	3/22/01	All CLECs	Can BellSouth develop phased process for collecting de-averaged revenues from CLECs?	Closed		The CLEC should contact its BellSouth Contract Negotiator on this matter.
Also see 32		BellSouth				
26	3/22/01	Talk.com	Being charged for unauthorized truck rolls. Technicians were dispatched and should not have been.	Closed		BellSouth has addressed issue by training service reps.
		BellSouth				
		Jim Maziarz				
27	3/22/01	Talk.com	Loss notification reports may be inaccurate.	06/06/2001		A coding error with the Loss Notification Report was recently identified and has been corrected. Process being developed. ECD will be provided.
		BellSouth				
		Jim Maziarz				
28	3/22/01	All CLECs	When BellSouth end user moves to CLEC, does billing structure stay the same?	Closed		The end user billing structure is defined by the CLEC and it may bill its end user however it chooses.
		BellSouth				
		Jim Maziarz				
29	3/22/01	All CLECs	What is scenario for E in hunting activity?	06/06/2001		The HA Field should be left blank on LSRs for conversion to UNE-P. Pending in change control. Carrier notification will be issued.
		BellSouth				
		Sandra Davis				
30	3/22/01	IDS Telecom	BellSouth told CLEC end user that conversion was new line because it was issued as N-order.	06/06/2001		If the conversion is a true conversion then conversion nonrecurring charges should only apply.
		BellSouth				
		Jim Maziarz				
6						
Also see						

UNE-P USER GROUP WORKSHOP ACTION PLAN

Revised As Of May 30,2001

ITEM #	REC'D FROM & OWNER	WHAT	RESP DUE	STATUS
31	Talk.com Page Miller BellSouth Margaret Largent	Are CLECs billed by BellSouth when end user abandons service? CLEC was charged for termination when defective BRI equipment was replace to fix a trouble (dropped calls).	06/06/2001	If BellSouth does not know that the service has been abandoned, BellSouth will continue to bill the BTN or Account number of record until notified to disconnect or a new order comes in to BellSouth for service at the abandoned service address. BellSouth received clarifying questions and is investigating.
32	All CLECs	Since it took twelve months for BellSouth to develop de-average zone billing, will CLECs have twelve months to pay? Need uniform billing scheme for CLEC community.	Closed	The CLEC should contact its BellSouth Contract Negotiator on this matter.
Also see 25	Jim Maziarz			
33	WorldCom Amanda Hill BellSouth Herdy Menina	If an order is sent via EDI, will it be clarified if the due date requested is not available or will BellSouth assign the next available due date?	Closed	If the Desired Due Date cannot be met on orders submitted via EDI then the system will assign the next available due date, as per the Appointment Interval. FOC will be sent with the Assigned Due Date. The orders will not be clarified.
34	Choctaw Communications Amy Lasseigne BellSouth Michael Moore	Need detailed explanation of initial UNE-P bills. They may have been overcharged for Non Recurring Charges	Closed	Customer has received explanation

UNE-P USER GROUP WORKSHOP ACTION PLAN

Revised As Of May 30,2001

ITEM #	RECD FROM & OWNER	WHAT	RESP DUE	STATUS
35	Talk.com Page Miller	How often is CSOTS updated to reflect date changes?	Closed	SOTS updates daily. However, CLCs should access the Help Guide under their SOTS website https://cleview.bellsouth.com and reference section 1.2 - System availability for scheduled maintenance/upgrades.
36	CI? Ruth Wilson Talk.com James Childress	Need Account Executive to represent customer throughout all BellSouth subsidiaries.	06/06/2001	
37	Momentum Business BellSouth	Need discussion of the May 18 carrier notification letter regarding the LATA-wide calling plans and what is needed in the Interconnection Agreement?	Closed	Jim Maziarz reviewed this issue during his presentation.
38	Network Telephone IDS Telecom Becky Wellman BellSouth Lynette Hall	During conversion, does PIN change? Can PIN be designated by CLEC?	06/06/2001	
39	Birch Telecom Lacie Hamlin BellSouth Lynette Hall	Need some type of documentation with examples of orders that fall out for manual handling (other than those listed on website).	06/06/2001	

UNE-P USER GROUP WORKSHOP ACTION PLAN

Revised As Of May 30,2001

ITEM #	DATE	REC'D FROM	WHAT	RESP	STATUS
40	5/23/01	Birch Telecom Lacie Hamlin Talk.com Page Miller BellSouth Jim Maziarz	What are the charges for PIC changes?	06/06/2001	
41	5/23/01	ACCESS Integrated Louise Wilds Talk.com James Childress BellSouth Lynette Nail	LCSC and repair have trouble committing to ownership in a timely manner when there are problems turning up new service. If order has not been completed, who is the owner?	06/06/2001	
42	5/23/01	Birch Telecom Lacie Hamlin BellSouth	How can pre-order survey be ordered for facilities?	06/06/2001	
43	5/23/01	Intermedia Lynette Nail BellSouth Sherrie Baughman Jim Maziarz	Are the Switch CLLI codes the same within density Zone 1 for the MSA's for UNE-P the same as they are documented for EEL's?	06/06/2001	
44	5/23/01	Intermedia Sherrie Baughman BellSouth Jim Maziarz	is the UNE-P non recurring conversion charge the same for all areas? For accounts in the density Zone 1, 2, and 3 MSA's, the charge is \$41.50.	06/06/2001	

UNE-P USER GROUP WORKSHOP ACTION PLAN
 Revised As Of May 30,2001

ITEM #	REC'D FROM	WHAT	RESP DUE	STATUS
45	Network Telephone OWNER		06/06/2001	
5/23/01	BellSouth Joann Baxter Susan Jones	Will the training center provide an EDI training class?		

Exhibit BMTS-3
Second Users' Group Meeting
May 23, 2001

**UNE-P USER GROUP MEETING MINUTES
MAY 23, 2001**

Margaret Garvin facilitated the UNE-P User Group Workshop held in BellSouth Center Room 414 in Atlanta, GA. This was the second meeting of the UNE-P user group. She welcomed the attendees (workshop attendee list included). Roll call was taken and the agenda was reviewed.

Susan Judy-LCSC Manager gave an overview of Local Carrier Service Centers (LCSC). LCSCs are located in Atlanta GA, Birmingham AL and Fleming Island FL (a/k/a Jacksonville). Atlanta and Birmingham are Production Centers and responsible for processing Resale, UNE and complex LSRs. Fleming Island is the Call Center and responsible for responding to Resale clarification and ordering issues. On occasion, calls made to Fleming Island may be forwarded to Atlanta or Birmingham. She reviewed the process flows for manual and electronic LSRs. She also gave an overview of who to call and when to call them. She suggested checking web reports before calling. The first point-of-contact for Atlanta Resale CLECs on simple, non-complex LSR clarification questions and service order questions is 800-872-3116. The first point-of-contact for Birmingham Resale CLECs on simple, non-complex LSR clarification questions is 800-773-4967. LCSCs should be called when there's difficulty communicating with BellSouth's FAX server and with LSR and service order issuance questions. The escalation process is posted on <http://interconnection.bellsouth.com> Click on Wholesale Markets-Contact Us-LCSC-Appropriate LCSC After Hours List. CLECs can help with timely and accurate processing of LSRs by:

- Performing pre-order functions
- Populating LSR fields in accordance with BellSouth Business Rules
- Reviewing Products/Services documentation
- Reviewing tariffs
- Checking Change Control website

Electronic interface problems should be referred to EC-SPOC 888-462-8030. The EDI support group can be contacted at 205-988-7613.

Additional CLEC concerns were discussed. Clarifications for pending orders in LENS can be identified by "PSO" at the top of CSR. For address validation, the CLEC's customer should contact their county 911 office for verification and then contact LCSC with the validated address. The problem with clarifications due to illegible faxes persists. CLECs should continue to report these problems to Account Team.

Bill Czolba-CTC Exchange voiced concern that the preferred method of communication with CRSG is e-mail but many BellSouth forms (proprietary) are in PDF format and cannot be updated and attached to e-mail.

Page Miller-Talk.com suggested that other CLECs review their cost bills and contracts. She discussed that manual additive charges vary according to state and that cost charges were being made with another CLEC's PONs.

Jim Maziarz- Product Manager gave UNE-P overview "Unbundled Port/Loop Switched Combinations". He discussed the vertical feature rate structure, UNE-P USOCs and dialing parity, LATA-wide local calling with UNE-P and DSL on UNE-P. The vertical feature rate structure, which has a target date of June 1, 2001, applies to stand-alone ports and port/loop combos or Res, Bus and PBX (UNE-P), Coin and BRI. The new rate structure is part of new standard agreements and includes featureless port, an "all available features charge (UEPVF) and features included with the UNE port charge in GA and TN. UNE USOCs listed in the Information Guide provide the same 7 and 10-digit and 1+ dialing arrangements as the BellSouth retail USOCs that they are converted from.

LATA-wide local calling with UNE-P will be available May 25, 2001. It requires CLEC to LPIC BellSouth Telecommunications (5124) in order for calls to be transported by BellSouth. Calls terminated between the Parties shall be treated as local calls. Specific terms and conditions need to be incorporated in the Parties' Interconnection Agreement, so an amendment is necessary. If BellSouth has been previously selected as the LPIC, UNE usage billing shall commence on May 25, 2001. CLEC will be billed for unbilled usage. Backbilling for June should be in July. DSL on UNE-P is currently not available. BellSouth is analyzing this business opportunity.

Additional issues were discussed which included the fact that inward/outward dialing plans cannot be converted to UNE since it is strictly for dialing out. Calls terminating in the same LATA are billed a local charge. The information covered in Jim's presentation will be included in website update.

Susan Jones-Training gave an overview of BellSouth Professional Training Services' curricula for Facility-based, Local Facilities and Port/Loop. Training information is on website <http://interconnection.bellsouth.com/training/index.html>. Classes can be customized and/or suitcased to the CLEC's location. Two free workshops that address provisioning and completion of orders have been held this year: February 26th covered the top ten most common errors and April 23rd covered directory listing and captions. Reservations need to be made ASAP for remaining seats for workshops to be held June 25th, August 20th, October 29th and December 17th. Each CLEC is limited to four students per workshop. Handouts for LSR Templates were included in the attendee package. Susan can be reached at sjones86@bellsouth.net or 205-655-7704.

The UNE-P Action Plan was reviewed. Action items 4, 13, 20 and 29 were updated. Action items 5, 8, 12, 16, 18, 19, 21, 22, 23, 24, 25, 26, 28, 30, 32, 33, 34 and 35 were closed. Action items 36 through 45 were added.

Action item 1 is still raising concern for AT&T, Birch Telecom and Network Telecom. The issue is that "Errors prevent N-orders from flowing with D-orders. D-order processed first (separately). LFACS PF's orders since facilities are not reused creating service outage." BellSouth will review real-time examples provided by CLECs. The CLECS would like to see one order issued instead of two orders (D and N). BellSouth is working on a "single C-order" which should resolve this problem. Initially, Lynette Nall-LCSC Staff Area Manager anticipated that this would be completed by year-end 2001. Upon further investigation, BellSouth recognizes that more time is required and a new target implementation date of early-2002 has been established.

CLECs want support from their Interconnection Account Team when dealing with all BellSouth subsidiaries. There is the perception that the wholesale arm does not have influence, as CLEC advocate, with the retail arm of the company despite being part of the same corporation.

It was reviewed that the scope of the UNE-P User Group does not include Change Control, Legal or Regulatory issues.

The UNE-P meeting minutes, and updated action plan and member directory will be posted on the website May 30, 2001. Responses from BellSouth will be available in updated Action Plan on the website June 6. CLECs were asked to provide issues that they have identified to the facilitator two weeks prior to the next UNE-P user group meeting no later than July 2, 2001.

The UNE-P user group meeting ran until almost 2pm ET. Future meetings may need to be scheduled to provide more time for reviewing the action plan. The next UNE-P user group meeting will be July 17, 2001 at the CLEC Inforum. The location is the Atlanta Hilton Hotel in downtown Atlanta, GA. See the BellSouth interconnection website for details on the CLEC Inforum.
http://interconnection.bellsouth.com/events/html/clec_inforum.html

UNE-P USER GROUP ATTENDEES**May 23, 2001**

ACCESS Integrated Networks	Annette	Hardy
ACCESS Integrated Networks	Louise	Wilds
AT&T	Linda	Murphy
AT&T	Patricia	Powell
AT&T	Rochelle	Richardson
AT&T	Bernadette	Seigler
AT&T	Sally	Thacker-Fox
Birch Telecom	Lacie	Hamlin
Bluewater Communications	Tom	Farrington
Bluewater Communications	Daryl	Nathanson
BTI Telecom	Jose	Aguilar
BTI Telecom	Anthony	Dillard
BTI Telecom	Lavarus	Kornegay
BTI Telecom	Nina	Heath
Choctaw Communications Inc.	Amy L.	Lasseigne
Computer Intelligence Inc. (CI2)	Ruth	Wilson
CTC Exchange Services	Bill	Czolba
EPB Telecommunications	Andrea	Williams
IDS Telcom	Becky	Wellman
Intermedia Communications	Sherrie	Baughman
ITC^DELTACOM	Kim	Britnell
ITC^DELTACOM	Jana	Hudson
ITC^DELTACOM	Donna	King
Lightyear Communications	Phil	Candella
Lightyear Communications	Michael	DeKorte
MCIWorldcom	Caren	Schaffner
MCIWorldcom	Rick	Whisamore
Momentum Business Solutions Inc.	Peggy	McKay
Network Telephone	Joanne	Baxter
Network Telephone	Mitch	Dantin
Network Telephone	Brent	McMahan
NewSouth Communications	Chris	Connelly
NewSouth Communications	John	Fury
NOW Communications	Joe	Clark
NOW Communications	Steve	Sulak
Talk.com	Susan	Chapman
Talk.com	James	Childress
Talk.com	Sharon	Eleazer
Talk.com	Page	Miller
Xspedius	Karen	
Z-Tel	Barbara	Shever

UNE-P USER GROUP ATTENDEES
May 23, 2001

BELLSOUTH PARTICIPANTS

David Allen
Rita Barrett
Georgia Christenas
Sandra Davis
Rendy Dinovo
Margaret Garvin
Marilyn Hyman
Joe Jones
Susan Jones
Saron Judy
Richard Lee
Jim Maziarz
Lynette Nall
Ellen Shepard
David Stark

Exhibit BMTS-4
Letter from Berger to Ainsworth



Denise C. Berger
District Manager
Local Supplier Management

1200 Peachtree Street, NE
Promenade I, 12th Floor
Atlanta, GA 30309
404 810-8644
FAX 404 810-8477
PAGER 800 258-0000 PIN 2589556
EMAIL deberger@att.com

May 25, 2001

Ken Ainsworth
BellSouth Telecommunications
675 West Peachtree Street
Room 27A80
Atlanta, Georgia 30374

RE: UNE Platform Provisioning Problems

Dear Ken:

Thanks again for lunch last week. I enjoyed the conversation and share your interest in making the operational processes between our two companies work more effectively and efficiently. During our conversation, I mentioned problems that AT&T was having with UNE Platform orders. Following are the details on the problems we are having.

1. ***BellSouth's use of a "D" and "N" order to provision UNE-P orders is not effective in migrating customers from BellSouth to AT&T.*** Although BellSouth informed the CLEC community during the Louisiana Workshops that a fix was implemented on April 6, 2001, the orders are not relating and the fix has quite obviously not worked. AT&T has several examples of customers' whose service translations have been disconnected when BellSouth works the "D" order, while it fails to work the related "N" order. Attachment 1 will outline the specific information relevant to those customers experiencing a problem. The problem, however, is not unique to AT&T. It is my understanding that Birch Telecom has experienced a similar problem at least 40 times and has presented this information to BellSouth through the user's group process. At the last UNE-P User Group meeting, BellSouth, after much discussion by the CLECs, admitted to a problem with the April solution. Apparently, BellSouth has pulled together a task team to address the issue by generating a "C(hange)" order. However, estimated delivery of this solution was End-of-Year 2001. This is not an acceptable timeframe for a solution.
2. ***BellSouth's linkage between its Provisioning center and processes and its Maintenance center and processes is not effective for UNE-P customers.*** When AT&T has received calls from these customers experiencing problems, our Maintenance Center attempts to refer this to the BellSouth Maintenance

Center, since these are post-provisioning problems. The BellSouth Maintenance Center personnel are not seeing the migrated customer record and consequently not taking the maintenance ticket. In one instance, an AT&T UNE-P customer, [REDACTED], lost dial tone on Saturday, May 5, 2001. Dial tone was not restored to this customer until Tuesday, May 8, 2001. Attachment 2 to this letter details the difficulty that AT&T experienced relative to this customer's service problem. AT&T received a completion notice on our order. However, it appears that BellSouth only worked the "D" order. I have several questions on this situation, which would apply to all similar UNE-P maintenance issues.

- If the original AT&T due date was May 1, 2001, and AT&T received a completion notice from BellSouth on May 2, 2001, why did the customer not lose service until May 5, 2001?
- Is it the practice of BellSouth to send the completion notice out before all orders are completed within the BellSouth systems?
- On May 5, 2001, at 20:20, Al at BellSouth said that the porting order was cancelled. UNE-P does not port numbers. Was Al perhaps referring to the "N" order?
- Why did BellSouth not handle this as a maintenance issue? The customer was out of service three days. There appears to be nothing that AT&T nor the customer could have done to prevent the out of service condition.
- It was quickly apparent to the BellSouth personnel involved that the problem was caused by BellSouth's failure to process the "N" order. Why was the burden on AT&T to call around to find someone to help solve the problem? Why didn't one of the BellSouth representatives "own" the problem and insure that AT&T got to the right place for resolution? It seems that we lost a vast amount of time due to bouncing around within BellSouth trying to find an organization that could resolve the issue.
- We have many instances of customers who report "No Dial Tone" problems to AT&T after the conversion of their service. Once BellSouth dispatches a service technician, the problem disappears. Since the conversion to UNE-P is, for all intents and purposes, a records order change, why does the customer lose dial tone? What is the technician dispatched to do?
- Are UNE-P customers, who were on IDLC facilities prior to their conversion to AT&T, left on the existing facilities or are they changed to universal or copper facilities before the conversion?

As AT&T's volume of UNE-P orders increases, the number of problems experienced will increase as well, which will have significant impact to our customers and to our brand. I would like to understand BellSouth's action plan and timeline for delivering a remedy to the order relationship issue. I would also like to know what BellSouth plans to implement to treat these types of problems as maintenance problems, with the associated 24-hour resolution, instead of a three-day or more new order problem.

RE: UNE Platform Provisioning Problems

Page 3 of 3

Ironically, the customer's perception is that the problem must be caused by AT&T, since they did not have similar difficulties when they were provided local service by BellSouth. Because of this perception, they are many times inclined to switch back to BellSouth, where the cause of the problem lies. I will appreciate your response no later than Friday, June 1, 2001.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Terry", with a long horizontal flourish extending to the right.

cc: Greg Terry
Jan Burriss

**UNE-P ORDERS WITH
ASSOCIATED TROUBLE TICKETS**

The following PONs are examples of AT&T's experience in BellSouth's ineffective use of a "D" and "N":

AT&T Order Number	Associated BellSouth Order Number
ATLY0101093	N08BDXV8
ATLY0101866	NO2NLJT0
ATLY0101693	N00D34P4
ATLY0101796	N07PVPY7
ATLY0101457	N028RTX4
ATLY0101438	N07Q68B5
ATLY0101927	N01GYFF1
ATLY0101442	N0FYTP11
ATLY0101490	N06MPX94
ATLY0101157	NOCT3VR0
ATLY0101260	N00LRNQ7
ATLY0101297	NOGL8T01

UNE-P TROUBLE TICKET LOG NOTES

NO.	DATE AND TIME	DETAILS
1.	5/5/01 19:58	Ticket created; customer has no dialtone on [REDACTED] UNE-P connectivity; customer turned up on May 3, 2001
2.	5/5/01 19:58	Ticket saved
3.	5/5/01 19:59	Ticket picked up
4.	5/5/01 20:20	Called BellSouth at 888 461 0612, spoke with Al and he said that the order that was porting the customer to AT&T was cancelled. He gave me order #NR8D54T4. He said that he could not tell when that order was cancelled. He said that he has limited systems to check on the order.
5.	5/5/01 20:24	Unable to refer the trouble to BellSouth. Need the port over order #. Have to talk to MACD or Provisioning on Monday to get the order #.
6.	5/6/01 07:27	Customer wants his service up and working now! I called BellSouth and spoke with Renee at 888 461 0612. She says the system she needs to check our orders is down today but she does see a disconnect of the customer's line on 5/5/01, with no new reconnect. Customer just needs his service working. Will try to get him reconnected through BellSouth. Called BellSouth repair and spoke with Debbie and she said if customer wants back in service with BellSouth he will have to wait until Monday. No provisioning managers on call or available to assist him. The only other thing I can do today is page BellSouth's duty manager at 800 946 4646, PIN #1403974. Will wait and see if they call back before I call the customer.
7.	5/6/01 07:44	Erica Pearson, the weekend duty supervisor, returned call. Said there is nothing they can do until Monday, but she will personally call the provisioning folks and try to get this handled for me. She gave me her direct line # 404 541 4009 to call her on Monday so she can get the right people involved to fix the situation.
8.	5/6/01 7:48	Called customer and explained Monday AM is earliest can get anyone to work with me on this. He accepted that, but still is not happy. I advised we would call him back with update Monday after speaking with BellSouth.
9.	5/7/01 08:31	Called customer's number. Reaching RNA. Called Erica Pearson @ 404 541 4009. She said she would call me right back. Waiting on her callback.
10.	5/7/01 09:52	Erica has not called back, so starting over. Called BellSouth Non-Design Maintenance at 888 461 0612.

UNE-P TROUBLE TICKET LOG NOTES

		Spoke with someone who said records show the "D" order of 5/5/01 and a pending "N" order #NR5FP5W3 to reconnect to AT&T resale, but shows pending in the system. She said to expedite I should call the LCSC. Calling LCSC @ 800 871 4404 and spoke with Catherine. She couldn't locate the order. I gave her our PON and the phone number. She will research and call me back.
11.	5/7/01 09:52	Sharrie calling back from BellSouth with status. Erica called me back. I advised what Non-Design Maintenance said and she advised that she is going to get a Non-Design Maintenance Manager involved in this right away.
12.	5/7/01 09:58	Catherine with the LCSC called. She has been unable to locate any information on this and has forwarded all of the info to the original rep who input the order. She will call me back when she hears something.
13.	5/7/01 10:03	Received callback from Sheree, a manager in Non-Design Maintenance. She has me on hold and is checking into this now. Sheree came back and said she does see the order # still pending in the system and it was never worked. She is putting in a ticket and sending it to a technician at RCMAC to get it worked. She will have tech call me back with status and ticket #.
14.	5/7/01 10:06	Catherine and Steven called from Non-Design Provisioning. I advised what Sheree was doing and they advised they wouldn't handle this anyway so they will let her take care of this.
15.	5/7/01 10:17	Sheree with BellSouth calling back and said the service order needs a new due date. They can't open a new ticket because service order is past due. Order NR5FP5W3, original due date 050101. Said for me to call LCSC.
16.	5/7/01 10:18	Called 800 872 3116 for BellSouth LCSC
17.	5/7/01 10:30	Customer called to request status. Advised he was completely out of service and ask that I escalate.
18.	5/7/01 11:09	Called LCSC at 800 872 3116 and spoke with Alicia. Was on hold for a while, then someone else came online. I must have been transferred. Now speaking with Mary. She found the order but has to transfer me back to someone else. Mary says I need to speak with someone in the UNE Combo for small business group. She transferred me to someone who said she can't talk to CLECs and we are supposed to speak with managers, not them. She said to call back in and speak with someone

UNE-P TROUBLE TICKET LOG NOTES

		<p>else. I am trying first level escalation contact listed in KMS, Dan Haley @ 404-532-2072. Only reached his voice mail. I will go back and try this one more time. Called the number listed in KMS for LCSC at 800 871-4404. That is the ACAC center and they cannot help either and didn't know where to send me. I am now trying the 2nd level, Linda Stewart per KMS at 404 532-2118. Her voice mail directs me for order related issues to contact either Elaine at 404 532-2260 or 404 532 2114. Called 404 532 2260 and spoke with someone who handles only AT&T circuits, not POTS lines. Tried 2nd level Reginald Glover 770 493-3471. He also only handled special AT&T circuits and couldn't assist me.</p>
19.	5/7/01 11:38	Called 800 872 3116 and spoke with Terry who put me on hold for a long time. Then the line disconnected.
20.	5/7/01 13:22	Called Orlando provisioning center to get help with this customer order.
21.	5/7/01 16:33	This is being handled by the UNE-P BellSouth resale group. Venice is working it and will escalate to the night manager if not cleared before she leaves at 8:00 PM tonight.
22.	5/8/01 06:30	Received a call from AT&T Provisioning giving me a status. There is a ticket on this and a tech is being dispatched out this morning around 8:30. He will call back with status.
23.	5/8/01 10:25	Received a call from AT&T Provisioning. They have tested the line and it appears to be working.
24.	5/8/01 12:09	Called customer. Confirmed the number has been working since this morning and all is OK.

Exhibit BMTS-5
Summary of the outages

BellSouth Self-Reported Type I System Outages
as Posted on BS' Change Control Site

Month & Year	BS EDI System		BS LENS System		BS TAG System	
	# Outages	Duration Range	# Outages	Duration Range	# TAG	Duration of Outages
Aug-00	1	62 hours	4	1 hour	7	40 min - 4.5 hours
Sep-00			2	50 min		
Oct-00	1	2 hours	16	30 min - 9 hours	5	40 min - 5.5 hours
Nov-00	1	3 days	15	30 min - 7 hours	4	11 hours - 7 hours
Dec-00			26	30 min - 11 hours	5	30 min - 11 hours
Jan-01			14	30 min - 5 days	8	10 min - 7 hours
Feb-01	3	12 - 18 hours	17	30 min - 7 hours	17	10 min - 5 hours
Mar-01	5	14 - 63 hours	15	30 min - 8 hours	13	20 min - 2.5 hours
Apr-01	5	30 min - 28 hours	10	30 min - 6 hours	13	10 min - 16 hours
May-01	16	30 min - 10 days	11	30 min - 22 hours	2	10 min - 18 hours
Jun-01	3	1 - 69 hours (LNP related)	14	10 min - 23 hour 3 min	8	19 min - 69 hours (LNP related)
OTAL for 11 Months	35		144		80	

See BS Type I Systems Outage URL: http://www.interconnection.bellsouth.com/markets/lec/ccp_live/ccp_so.html

Exhibit JMB-3

Gibbs Affidavit

**BEFORE THE
KENTUCKY PUBLIC SERVICE COMMISSION**
Frankfort, Kentucky

In the Matter of:)	
Investigation Concerning the)	
Propriety of InterLATA Services)	Case No. 2001-105
by BellSouth Telecommunications,)	
Inc., Pursuant to the Telecommunications)	
Act of 1996)	

AFFIDAVIT
OF
EDWARD GIBBS
ON BEHALF OF
AT&T COMMUNICATIONS OF THE SOUTH CENTRAL STATES, INC. AND TCG
OHIO, INC.

STATE OF NEW YORK

COUNTY OF BRONX

Before me, a notary public in and for said state and county, this day personally appeared Edward Gibbs, who, being by me first duly sworn, deposes and says:

I. QUALIFICATIONS

1. My name is Edward Gibbs. My business address is 32 Avenue of the Americas, New York, New York 10013. I am currently employed by AT&T as a Division Manager for Operations Support Systems Testing of Local Network Services.
2. I studied General Engineering at the United States Military Academy in West Point, NY, and received my B.A. in Applied Mathematics and Political Science from Purdue University in West Lafayette, IN. I completed all coursework for an M.B.A. at the Sloan School of Business at New York University in New York, NY. I also

completed courses in Advanced Management at the Executive Education Program at the Kenan-Flagler School of Business at the University of North Carolina in Chapel Hill, NC.

3. During my twenty-one years of employment with AT&T, I have had assignments in the area of field sales, treasury, internal auditing, and product development. My assignments in the area of operations are the most pertinent to the subject of this affidavit.
4. From 1983 to 1985, I served as the Operations Manager for AT&T's Private Line Analog Office in Northern New Jersey. Because private lines are a species of local phone service, my job involved maintaining local loops and ports, and installing new service on local lines utilizing New Jersey Bell and AT&T methods and procedures. This assignment gave me the foundation for understanding the components of local service.
5. From 1994 to 1997, I served as the District Manager, Operations for the AT&T Consumer Sales Division. My duties included developing methods and procedures (M&P) for AT&T consumer order-entry systems, developing training for the nationwide sales force, auditing for contract compliance, and analyzing metric performance for the consumer-sales operations. In particular, my job included evaluating the capability of AT&T service centers to process service requests made by AT&T customers. This experience gave me the foundation for understanding how to evaluate another company's ability to process service requests.

6. From 1999 to the present, I have been developing what AT&T calls "friendly" tests and managing the work of AT&T friendly test teams throughout the country. These teams test the ability of incumbent local exchange carriers ("ILECs"), such as BellSouth, to provide competing local exchange carriers ("CLECs"), such as AT&T, with nondiscriminatory access to their operations support systems ("OSS"). The tests also evaluate the ability of the ILECs to handle AT&T local service orders and to assess the ILECs readiness for AT&T's local market entry. The tests are "friendly" because they proceed by agreement of both the ILEC and AT&T. I have managed such tests in New York, Massachusetts, Pennsylvania, and Georgia. I am currently managing a test in Minnesota. I also will manage tests in Virginia and Michigan.
7. There is a direct correlation between the work I did as District Manager and my current work as Division Manager of OSS Operations Testing. My former job involved testing of AT&T's internal capability to handle and provision service requests on a timely basis. My current job involves the same testing except that I am evaluating an external entity.
8. The major difference between the ILEC testing and the internal testing I managed as District Operations Manager relates to the consequences of failure. The internal testing involved the provisioning of service requests for actual customers; a bad outcome had an adverse effect on the customer and AT&T alike. In contrast, the Georgia 1000 test involved fictitious customers so that a bad result would not damage AT&T's customers or brand. The object of the test was to simulate how BellSouth would perform had a real customer made the service request and to head off problems

in a test phase before they injure AT&T's customers and brand. The principles and format are otherwise very similar.

II. PURPOSE OF THIS AFFIDAVIT

9. This affidavit addresses BellSouth's compliance with its obligation under Section 271(c)(2)(B)(ii) to provide "non-discriminatory access to network elements," including its ability to provide nondiscriminatory access to its OSS and to the Unbundled Network Element Platform. Compliance with this checklist item is critical for a CLEC to obtain resale services and unbundled network elements ("UNEs") in a manner permitting the CLEC to compete in the local exchange market.
10. The affidavit describes the "Georgia 1000" test conducted by AT&T on BellSouth's OSS in Georgia. This test evaluated BellSouth's ability to provision UNEs to AT&T customers using BellSouth's unbundled network element platform ("UNE-P") under real-world production conditions. "UNE-P" is the combination of unbundled loops and ports that constitutes part of the physical infrastructure of local telephone service. The Georgia 1000 test revealed that BellSouth is unable to provision UNEs to AT&T customers on a consistent and timely basis.

III. DESIGN AND PURPOSE OF THE GEORGIA 1000 TEST

- A. **THE GEORGIA 1000 TEST WAS A COMPREHENSIVE END-TO-END EVALUATION OF BELLSOUTH'S ABILITY TO PROVIDE NON-DISCRIMINATORY ACCESS TO ITS OSS.**
11. The Georgia 1000 test was a comprehensive end-to-end test that evaluated BellSouth's ordering, provisioning, and billing performance in a real-world

production environment. The test did not simply emulate real-world production conditions in a segregated test environment. It made service requests for live phone line accounts installed in the name of fictitious customers, testing BellSouth's ability to handle these accounts as if real AT&T customers were involved. The Georgia 1000 test evaluated, *inter alia*, how well BellSouth's computer systems handled CLEC-customer service requests. Could the computers process the full range of service requests from AT&T? Did the orders flow-through the system to the provisioning center? The test also evaluated BellSouth's manual processes when an order had to be handled by a service representative. Did the representative handle the order on a correct and timely basis? How quickly were errors identified and corrected? The Georgia 1000 test evaluated both computer and human processes to determine BellSouth's capabilities in a real production environment.

12. The Georgia 1000 test evaluated BellSouth's performance under OSS'99, which encodes the business rules for LSOG 4.0 and is the OSS that AT&T plans to use to enter the local market. In contrast, the third party testing performed by KPMG Consulting Inc. ("KCI") evaluated BellSouth's performance under an earlier version of OSS – TCIF7, which encodes the business rules for LSOG 2.0. AT&T estimates that fewer than 20% of CLEC order volume is submitted via TCIF 7.
13. The Georgia 1000 test was designed as a precursor to AT&T's entry in the consumer local service market using an order entry system that communicates with BellSouth using Electronic Data Interchange ("EDI"). EDI is a communications software package that permits AT&T and BellSouth to transfer data. The Georgia 1000 test

was designed to ensure that BellSouth has the capabilities to handle AT&T's volume of business on a consistent and timely basis.

14. The Georgia 1000 test was conducted on a what AT&T calls a "friendly" basis, meaning that the testing was conducted pursuant to test agreements signed by AT&T and BellSouth. The test was modeled after a test conducted by AT&T on Bell Atlantic-North's OSS in New York. AT&T believes that the Georgia 1000 test is more accurate and more useful than the KCI test in assessing BellSouth's ability to provide CLECs with non-discriminatory access to its UNE-P in a real-world production environment. The "test until you pass" protocol used in the KCI test is not reflective of what a CLEC and its customers will experience in live production. In live production there is no opportunity to "test until you pass." Instead, each opportunity to serve a customer is a one-shot "moment of truth" for both the CLEC and its customers. In this sense, the Georgia 1000 testing reproduced the reality of the market place in a way that KCI's test could not. Each Georgia 1000 test transaction succeeded or failed just as a live market order would.

B. THE GEORGIA 1000 TEST WAS DESIGNED TO EVALUATE BELL SOUTH'S CURRENT ABILITY TO PROVIDE ACCESS TO ITS UNE-P.

i. PURPOSE OF THE TEST

15. The purpose of the Georgia 1000 test was to achieve the following goals regarding BellSouth's UNE-P:

- Measure BellSouth's ability to electronically acknowledge, translate and process AT&T Local Service Requests and Supplements, including Supplements to cancel service;
- Measure BellSouth's ability to electronically send Acknowledgements, Firm Order Confirmations, Rejects/Clarifications/Jeopardies and Completion Notices;
- Measure AT&T's ability to properly order (via Local Service Requests) loop/port combination services;
- Measure AT&T's ability to respond electronically to BellSouth's Firm Order Confirmations, Rejects, Clarifications, Jeopardies, and Completion Notices;
- Measure BellSouth's ability to provision and bill loop/port combination services, such as conversions, changes, suspensions, restorals, cancellations, and disconnects;
- Measure BellSouth's ability to deliver daily usage files and bill daily usage;
- Measure BellSouth's ability to deliver an electronic wholesale bill;
- Measure BellSouth's ability to expeditiously close trouble tickets opened by AT&T when AT&T errs in order submission or BellSouth mishandles an order; and
- Measure BellSouth's ability to manually process an LSR.

ii. **MULTIPLE PHASES OF TESTING**

16. The Georgia 1000 test has undergone three phases of testing. Phase I commenced on February 22, 2000 immediately following the Georgia Public Service Commission's Order allowing CLECs to order the Unbundled Network Element Platform (UNE-P). Prior to February 2000, CLECs were restricted from ordering a loop and port combination (or the UNE platform), making wide scale local market entry infeasible. As soon as the Commission issued the order eliminating this restriction, AT&T began Phase I of the Georgia 1000 test to prepare for market entry. The Georgia 1000 test was temporarily suspended on February 29 due to problems sending service requests through the EDI gateway. Phase I resumed on March 13 but was again suspended on April 13 at BellSouth's insistence due to the inability of AT&T and BellSouth to negotiate a signed Test Agreement. On May 11, BellSouth and AT&T signed a formal Test Agreement that defined the scope and protocols of the Georgia 1000 test (attached as Exhibit "A"). Phase II began on May 15 and completed on July 18. After a period of renegotiation, BellSouth and AT&T signed another Test Agreement on October 25 (attached as Exhibit "B"). Phase III began on October 25 and completed on February 22, 2001.
17. The Georgia 1000 test was not specifically designed to undergo three phases of testing; one phase would have been sufficient had BellSouth's performance in UNE-P provisioning been the same as its retail performance. BellSouth's OSS problems have led to multiple phases in order to enable BellSouth to work on problems identified in the earlier phases and to enable AT&T to measure BellSouth's improvement over time. Negotiations are underway for a fourth phase of the Georgia 1000 test.

iii. DESIGN OF THE TEST

18. The Georgia 1000 test involved use of 1000 telephone lines terminating in a board located in the basement of AT&T's Atlanta office facilities at 1200 Peachtree Street. The board was a large piece of plywood, onto which was mounted 1000 jacks, each jack representing a telephone line. The test facility also consisted of five testers and a test center manager. These personnel confirmed whether BellSouth was accurately fulfilling service orders and tracked test data.
19. Each phase of the Georgia 1000 test began with AT&T placing an order for BellSouth to provide BellSouth local phone service to 800 of the 1000 lines. AT&T also placed an order for BellSouth to provide the remaining 200 lines as new service with AT&T as the initial local service provider. AT&T invented fictional customers for each of the 1000 lines and provided 1200 Peachtree Street as the customers' residential address. AT&T then grouped the phone lines into twelve batches: six batches of single-line accounts (customers with one line of local service) and six batches of multi-line accounts (customers with two, three or four lines of local service).
20. AT&T assigned a unique progression plan to each batch of phone lines. Each progression plan modeled the changes in service that might occur on a real-life customer's account. By testing real-life scenarios, the Georgia 1000 test measured real consumer experiences. Batch 1 of the single-line batches, for example, involved the following changes: (1) migrate service from BellSouth local service to AT&T local service, delete the call rejection and three-way calling functions from the account, and list the number in the phone book; (2) suspend the account for non-payment; (3) restore the service on an expedited basis; (4) change the listing from published to non-published; (5) add caller-ID, call waiting, three-way calling, and

block collect call functions; (6) disconnect the service, then send a supplemental order not to disconnect service; (7) add additional call blocking functions; (8) delete call waiting; (9) disconnect the account. All Batch 1 phone lines proceeded through this progression, permitting AT&T to determine whether BellSouth could provide consistent treatment to a CLEC's customers. The unique progression plans for the twelve batches are set forth in Exhibits "C" (single line batches) and "D" (multi-line batches) attached to this Affidavit.

21. The first step in each progression plan involving the 800 BellSouth lines was to place an order for BellSouth to "migrate" the lines from BellSouth retail service to AT&T retail service. The first step for the remaining 200 lines was to place an order for BellSouth to provide new service with AT&T as the initial local service provider. The next steps in the progression plan involved a series of post-migration changes in service. The final step was an order for BellSouth to cancel the service. See Exhibits C and D.
22. The batches and their progression plans were identical for each phase of the Georgia 1000 test.

iv. COMMUNICATION THROUGH EDI TIMESTAMPS

23. EDI timestamps were the primary instrument of communication between BellSouth and AT&T regarding the ordering and provisioning of service during the Georgia 1000 test. These timestamps recorded the date, time, and substance of any communication between an ILEC and CLEC. The six timestamps were:

- (1) The initial "Local Service Request" ("LSR") from AT&T.

- (2) The "Supplemental Order" to request a change in features or to cancel the migration if the "customer" abruptly decided to cancel the Order.
 - (3) The "Acknowledgment" from BellSouth. This was BellSouth's systems' confirmation that it received AT&T's LSR.
 - (4) The Firm Order Confirmation" from BellSouth, if the received order was within the scope of BellSouth's business rules. This was BellSouth's systems' confirmation that the LSR was consistent with BellSouth's business rules and that BellSouth would provision the service by a promised date.
 - (5) The "Rejection" from BellSouth, if the order was received but was incomplete or inconsistent with BellSouth's business rules. If the rejection notice was "fatal," meaning that the error could not be cured, AT&T would issue a new LSR. If the notice was "non-fatal," meaning that the error could be cured, AT&T would issue a Supplemental Order to correct the error.
 - (6) The "Completion Notice" from BellSouth, after BellSouth had provisioned the requested service. This critical notice signaled AT&T to begin billing its customer.
24. After AT&T received a Completion Notice from BellSouth, AT&T's testers determined whether the LSR had been correctly provisioned. The test process might be as simple as plugging a phone into the appropriate jack and listening to determine if there was dialtone. Or the test might involve several phones to check the activation of call forwarding. AT&T performed all appropriate tests 100% of the time after

receiving a Completion Notice. Wholesale bills and Daily Usage Feeds from BellSouth were monitored to see if the service and the usage were properly billed.

25. AT&T kept records of all timestamps for all LSRs. These timestamps provided the critical raw data regarding BellSouth's track record in processing AT&T LSRs.

v. **DEALING WITH FAILURES TO PROVISION SERVICE**

26. If testing revealed that a LSR was provisioned incorrectly, the AT&T helpdesk first would determine whether the mistake was AT&T's fault. If BellSouth made the error, the helpdesk would open a "trouble ticket" with the BellSouth helpdesk and work within BellSouth's procedures to correct the error. A trouble ticket is essentially a claims check: a communication to BellSouth that AT&T has experienced a problem.

If the problem was a BellSouth system design flaw, the AT&T test team would escalate the problem to BellSouth's Change Control Process. AT&T also would issue a "defect notice" to BellSouth and work with BellSouth to fix the system defect.

27. Members of the Georgia 1000 test team met with members of the BellSouth account team on a weekly basis to discuss any BellSouth performance failures. AT&T would request that BellSouth supply an explanation of what caused the failure. BellSouth's explanations were recorded on "exception reports" that catalogued the problems and analyzed their cause. The exception reports include contributions from both AT&T and BellSouth.

vi. **METRICS**

28. The metrics that measured BellSouth's performance in the Georgia 1000 test were agreed upon by BellSouth and AT&T in the Phase II and III test agreements. Some metrics were established by the Georgia Public Service Commission. AT&T proposed additional metrics, and performance standards for those metrics, based upon what AT&T's Consumer Marketing Division determined was the minimum level of performance required for a CLEC to provide local phone service that could compete in the marketplace. Taken as a whole, the metrics measure BellSouth's ability to handle and provision LSRs from AT&T-customers in the real world production environment. The metrics are set forth in Exhibit "E" (showing BellSouth's performance during Phase II) and in Exhibit "J" (shows BellSouth's performance during Phase III).

IV. RESULTS OF THE GEORGIA 1000 TEST

A. PHASE I

29. Phase I was plagued by logistical difficulties and disagreements between BellSouth and AT&T about the legitimacy of the testing. BellSouth took the position that the testing was improper because there was no signed test agreement. There were also significant problems with the completeness, accuracy, and timeliness of BellSouth's bills to AT&T. BellSouth claimed that these problems could not be cured until AT&T signed a test agreement. In addition, some test results were incorrect because of mistakes committed by AT&T in the design of its EDI gateway code for submission of LSRs to BellSouth. Phase I was abruptly halted because of these problems and the test results are incomplete. AT&T and BellSouth executed a formal test agreement on May 11, 2000. The testing then moved to Phase II.

B. PHASE II

i. SUMMARY OF RESULTS

30. BellSouth had significant difficulty in handling AT&T orders during Phase II. The problems included:

- The lack of a CLEC test environment for EDI meant that point releases to OSS'99 unexpectedly caused BellSouth to lose the ability to handle certain types of LSRs;
- Customers lost dialtone during migrations from BellSouth to AT&T service due to a system design flaw that allowed customers' BellSouth local service to be disconnected without ensuring that AT&T service had been established;
- Business rules would not allow certain LSRs to be provisioned;
- Business rules did not enable AT&T to provide certain customer services on par with BellSouth;
- Poor flow-through of LSRs through BellSouth's OSS resulted in increased manual processing of LSRs;
- Service representatives made errors in handling LSRs from AT&T customers;
- Late and missing timestamps prevented AT&T from tracking LSRs and billing customers for provisioned service; and
- An inadequate telephone number reservation system caused delays in the installation of new telephone service.

31. As a result, BellSouth's Phase II performance missed the performance benchmark for nearly every metric relating to BellSouth's capacity to receive and process orders:

- ATT-GA-OR-1 (average acknowledgement response time);
- ATT-GA-OR-2-1 (% of orders acknowledged on time);
- ATT-GA-OR-6 (order confirmation timeliness – flow through);
- ATT-GA-OR-8 (order rejection timeliness – flow through);
- ATT-GA-OR-10 (% of service requests rejected in error);
- ATT-GA-OR-4 (order confirmation or rejection response completeness); and
- ATT-GA-OR-5 (order confirmation or rejection response duplication).

See Exhibit E (defining each metric and setting forth BellSouth's performance).

32. BellSouth also missed the performance benchmarks for many other performance metrics:

- BST-GA-PR-6 (service order accuracy);
- ATT-GA-PR-1-1 (provisioning timeliness – LEC committed due date);
- ATT-GA-PR-1-2 (provisioning timeliness – customer desired due date);
- ATT-G-PR-3 (completion notification completeness); and
- ATT-GA-PR-4 (unbillable orders).

See id.

33. BellSouth also missed performance benchmarks for numerous billing metrics:

- ATT-GA-BI-1-3 (% optional daily usage files ("ODUFs") completeness);
- ATT-FA_BI-4 (% ODUFs accuracy);
- ATT-GA-BI-2-3 (% access daily usage files ("ADUFs") completeness);
- ATT-GA-BI-4-1 (% mechanized wholesale bill timeliness);
- ATT-GA-BI-5-2 (% non-mechanized wholesale bill completeness); and
- ATT-GA-BI-5-3 (% non-mechanized wholesale bill accuracy).

See id.

34. Paragraphs 35 through 46 address the problems mentioned above that contributed to BellSouth's failure to meet performance benchmarks during Phase II.

ii. EFFECT OF POINT RELEASES

35. BellSouth has no CLEC testing environment in which BellSouth and CLECs can test revisions to BellSouth's OSS code to identify and solve problems before they affect real customers. As a result, AT&T only could determine the effect of BellSouth "point releases" (scheduled revisions to BellSouth's OSS code) by putting Georgia 1000 customers at risk for loss of service. Point releases resulted in BellSouth rejecting a group of AT&T LSRs that had been processed without difficulty prior to the point release. On May 25, 2000, AT&T issued LSRs to add the "call return" feature. The LSRs were rejected because of a revision in BellSouth's OSS code. AT&T issued a defect ticket to Change Control and the problem eventually took two months to fix. See BellSouth Issues Log, attached as Exhibit "F", at p.7. In the meantime, AT&T was unable to provide service to its customers.

iii. LOSS OF DIALTONE

36. Phase II revealed that a customer could lose dialtone if she got "cold feet" about signing up for AT&T local service and changed her mind. AT&T tested this scenario by placing an LSR for BellSouth to migrate a line from BellSouth to AT&T service, and then promptly sending a Supplement instructing BellSouth to cancel the migration order. As explained below, this loss of service was the result of a system design flaw that allowed the customer's BellSouth local service to be disconnected without ensuring that AT&T service had established.
37. BellSouth uses two internal codes when it migrates a customer from its service to a CLEC service. First is the "N" code, or new service code, which directs the migration. Second is the "D" code, or disconnect code, which directs that the customer's BellSouth service be disconnected after the migration is complete. What happened during Phase II was that, upon receiving the Supplement, BellSouth would correctly cancel the "N" order but would incorrectly provision the "D" order. This resulted in disconnection of phone service altogether. AT&T learned that the cause of this problem was that the "N" and "D" orders were processed by different work groups, so that each order was processed independent of the other. See Exhibit F at pp. 1, 3-4, 10-11; GA1000 Exception Report, attached as Exhibit "G", at p.1.

iv. BUSINESS RULES WOULD NOT PROVISION CERTAIN LSRS

38. Business rules are the means by which BellSouth instructs CLECs how to format the substance of an order to BellSouth. A CLEC must code and format each LSR according to the appropriate business rule so that BellSouth's OSS can handle the

order. Phase II revealed that the BellSouth's business rules did not permit AT&T to provide certain features for its customers. For example, on May 19, 2000, AT&T issued LSRs for new AT&T service that included a "blocking function" commonly ordered by consumers, that would block any international phone calls. BellSouth would not install the lines with that function, because that blocking function was unavailable under their current business rules. AT&T issued a defect notice and negotiated with BellSouth through the Change Control process for revision of the business rules. This resulted in the blocking function becoming available when BellSouth issued a point release in July, two months later. In the meantime, AT&T could not install any new service that included a blocking function for international calls. See Exhibit "F" at p.3; Exhibit "G" at p.1. Another example of inadequate business rules preventing AT&T from providing requested service in the area of multi-line accounts, as described in paragraph 36.

v. **LACK OF PARITY BETWEEN BELLSOUTH AND AT&T IN PROVIDING CERTAIN CUSTOMER SERVICES**

39. Phase II revealed that BellSouth's business rules did not permit AT&T to offer customer services relating to multi-line accounts on parity with BellSouth. AT&T ran scenarios where a customer with several BellSouth phone lines in his house wants to move some but not all lines from BellSouth to AT&T local service (called a partial migration). AT&T issued an LSR for BellSouth to migrate the selected lines from BellSouth to AT&T local service. AT&T found that, under BellSouth's business rules, the customer would lose functionality if the lines were individually migrated from BellSouth to AT&T service. (For example, the "hunting" function, which

enables a phone call to ring on different phone lines in the same residence.) The customer would also be forced to receive separate bills for the separate lines in the house. Even if AT&T successfully persuaded the customer to migrate all her lines to AT&T service, AT&T could restore full functionality and have the customer receive one bill only by disconnecting service and reordering all lines as a multi-line account. This would result in the customer losing her existing phone numbers, clearly an unacceptable result. See Exhibit "F" at pp. 5, 7.

vi. **POOR FLOW-THROUGH OF LSRs TO PROVISIONING CENTER**

40. The term "flow-through" refers to the OSS processing of LSRs without human intervention. If an order flows-through without manual intervention, the order proceeds with a reduced chance for both error in the handling of the order and for delays in processing.
41. The Georgia 1000 test revealed that BellSouth had significant flow-through problems. Only 78.14 percent of the LSRs eligible to flow-through actually did flow-through. See Exhibit E at p. 2 (metric BST-GA-OR-4). In addition, the exceptions reports note that only 8 percent of the LSRs sent by AT&T were designed to "fall out" of BellSouth's computer systems for manual handling by BellSouth's service representatives. However, a full 39 percent of AT&T's orders did not flow-through to the provisioning center, a 31 percent deficiency. BellSouth determined that 63 percent of the 1500 LSRs that comprised that deficiency fell out because of BellSouth system problems. See Exhibit G at p.3; Exhibit H at p.2.

42. Decreased flow-through means increased manual handling of LSRs, which increases the risk of delayed or erroneous handling of LSRs by BellSouth's service representatives.

vii. MISTAKES BY BELLSOUTH SERVICE REPRESENTATIVES

43. Because not all LSRs flow-through to the provisioning center, BellSouth's service representatives play an active role in the handling of LSRs. These service representatives must know BellSouth's current business rules and M&P to manually handle LSRs on a timely and correct basis. Yet 14.2% of the improper LSR rejections received by AT&T were a result of mistakes by BellSouth's service representatives. See "Invalid Rejects by Reject Type," attached as Exhibit "I".

viii. LATE AND MISSING TIMESTAMPS

44. BellSouth was consistently unable to send timestamps to AT&T on a timely basis as a result of various system problems. See Exhibit "G" at pp.1-2 (noting various failures to send timestamps and BellSouth's explanations of what caused the problem). For example, AT&T did not receive Completion Notices on 157 LSRs between June 15 and July 19. See id. at p.2. AT&T did not receive Acknowledgements for an entire batch of LSRs sent on July 14. See id. at p.4. The metric performance results further illustrate BellSouth's problems with delivering timestamps:

- Only 64.23 % of LSRs were acknowledged by BellSouth within fifteen minutes of the LSR submitted. See Exhibit E at p.1 (ATT-GA-OR-2-1).

- Only 65.72 % of LSRs that were eligible to flow-through were confirmed by BellSouth within 4 hours of the LSR submitted. See id. (ATT-GA-OR-6)
 - Only 70.14% of LSRs that were eligible to flow-through were rejected by BellSouth within 4 hours of the LSR submitted. See id. (ATT-GA-OR-8)
 - A full 50.93% of LSRs were erroneously rejected by BellSouth. See id. (ATT-GA-OR-10)
45. Late timestamps are especially damaging when the delayed timestamp were Completion Notices. See Exhibit F at pp. 1-2. AT&T cannot begin to bill a customer until its receives confirmation that the LSR has been provisioned. In addition, the customer eventually gets a "back-bill" that records all charges for the period the LSR has been provisioned. Late billing is particularly troubling to customers.

ix. INADEQUATE TELEPHONE NUMBER RESERVATION SYSTEM

46. BellSouth maintains a database of all unassigned phone numbers. If a CLEC wants to install new service, step one is go to this database and reserve a phone number. The reservation is supposed to be effective for thirty days. Step two requires the CLEC to issue the LSR to BellSouth for installation of the line.
47. AT&T followed those steps and always issued a LSR within 48 hours of the reservation. Such LSRs were often rejected, however, because another local exchange provider had been permitted to use the same number during AT&T's thirty-

day reservation period. This software failure prevented AT&T from providing a range of service related to telephone numbers such as installation of new service, call forwarding, change number, and multi-distinctive-ring. See Exhibit "F" at pp.7-8; Exhibit G at p.2; Exhibit H at p. 6.

48. A related problem was that the database would sometimes provide AT&T with reservations for numbers that were already allocated and in service. This would lead to the rejection of the Local Service Request issued by AT&T for installation of service to that number, again causing delays in AT&T's ability to provision requested service to its customers. See Exhibit F at p.10.

C. PHASE III

i. SUMMARY OF RESULTS

49. Phase III saw the emergence of new problems that prevented BellSouth from handling and provisioning AT&T LSRs on a timely and consistent basis:
- Delayed posting of features changes, resulting in completion notices being sent to AT&T before the feature was available to the customer;
 - Completion notices for work that had not been performed
 - Inadvertent switching of customers to AT&T service after they decided to remain with BellSouth service;
 - Mistakes by service representatives;
 - Understaffed service centers;
 - Computer system outages; and

- Inability to capture AT&T service order data.

50. Accordingly, BellSouth missed the benchmarks for most metrics regarding BellSouth's capacity to handle LSRs:

- ATT-GA-OR-2-1 (% of orders acknowledged on time);
- ATT-GA-OR-6 (order confirmation timeliness – flow through);
- ATT-GA-OR-7 (order confirmation timeliness – non flow through);
- ATT-GA-OR-8 (order rejection timeliness – flow through);
- ATT-GA-OR-10 (% or service requests rejected in error);
- ATT-GA-OR-4 (order confirmation or rejection response completeness); and
- ATT-GA-OR-5 (order confirmation or rejection response duplication).

See Exhibit J.

51. BellSouth missed the standard for numerous metrics regarding the provisioning of service:

- BST-GA-PR-6 (service order accuracy);
- ATT-GA-PR-1-1 (provisioning timeliness – LEC committed due date);
- ATT-GA-PR-1-2 (provisioning timeliness – customer desired due date);
- ATT-GA-PR-3 (completion notification completeness);
- ATT-GA-PR-4 (unbillable orders); and
- ATT-GA-PR-5 (completion notification timeliness);

See id.

52. BellSouth missed the performance benchmarks for metrics regarding billing:
- ATT-GA-BI-1 (% optional daily usage files ("ODUFs") on time);
 - ATT-GA-BI-1-2 (% ODUF completeness);
 - ATT-GA-BI-2 (% access daily usage files ("ADUFs") on time);
 - ATT-GA-BI-2-2 (ADUF completeness); and
 - ATT-GA-BI-4-2 (ADUF erroneous records).

See id.

53. BellSouth's failed to meet performance benchmarks even according to its own data. According to BellSouth's data, BellSouth failed to meet performance benchmarks for ATT-GA-OR-2-1 (% of orders acknowledged on time (15 minutes)) and BST-GA-PR-6 (service order accuracy). BellSouth data also showed performance below what AT&T's data reflected in some categories for which no performance standard had been established: BST-GA-OR-4 (% flow through service requests – eligible to flow through scenarios); and BST-GA-PR-1 (average completion interval (OCI)). BellSouth's Phase III data is attached as Exhibit "K".
54. Paragraphs 55 through 62 address the new problems mentioned above that contributed to BellSouth's failure to meet performance benchmarks during Phase III.

ii. **DELAYED POSTING**

55. A frequent occurrence during Phase III was the receipt of a Completion Notice for work that BellSouth had not yet provisioned to AT&T's customer. This happened in

connection with a variety of LSRs, as recorded in Item Nos. P-10, P-11, P-12, P-13, P-14, P-17, and P-19 of the Phase III exception report. AT&T would respond by issuing a trouble ticket and seeking an explanation from BellSouth about what had happened. BellSouth's would respond that the necessary work had been done, but that a delay in posting the work to the system meant that the feature was not yet available to AT&T's customer; the feature would be available upon the update. The bottom line was that AT&T was getting Completion Notices for work that was not yet available to the customer. This could lead AT&T to inform customers that features are available when in fact they are not. This would cause customer dissatisfaction and significant extra expense on AT&T's part. See GA1000 Exceptions Report, attached at Exhibit "L", at pp.16-19.

iii. COMPLETION NOTICES FOR UNPERFORMED WORK

56. Another Completion Notice problem experienced by AT&T was the receipt of Completion Notices for work that had not been performed. That happened in connection with LSRs for a blocking function that would prevent any "900" or "976" calls (a popular feature among consumers). AT&T received Completion Notices for this work, but the work simply had not been done. See Exhibit L at p.20.

iv. CANCELLED MIGRATIONS

57. AT&T ran "cold feet" scenarios where a customer decides that he or she wanted AT&T service and then decides to remain with BellSouth service. Under this scenario, AT&T placed a LSR with BellSouth to migrate the customer to AT&T service, and then promptly placed a Supplement to cancel the migration. As

discussed above, this scenario had in Phase II sometimes resulted in the customer losing dialtone altogether, because BellSouth was canceling the migration ("N") order but not canceling the Supplement to cancel ("D") order.

58. In Phase III, this scenario instead resulted in the customer getting migrated to AT&T service notwithstanding the Supplement to cancel. See Exhibit L at p.1. The cause was poor flow-through. BellSouth required the Supplement to cancel to be processed manually. But the service representatives were not working the order on a timely basis, and the migration order would be provisioned before the Supplement to cancel would be sent to the provisioning center. As a result, a customer who did not want AT&T service would be switched.

v. **MISTAKES BY SERVICE REPRESENTATIVES**

59. BellSouth had significant problems because of mistakes made by its service representatives during the manual handling of LSRs. The Phase III exceptions report records numerous incidents of service representative error, including Item Nos. O-5, O-7, O-8, O-9, O-10, O-16, O-17, O-23, O-24, O-30 (two errors), O-43, O-44, P-3, P-4, P-5, P-6, and P-7. See Exhibit L at pp. 1-16. BellSouth's service representatives plainly have not mastered BellSouth's business rules and M&P for providing UNEs to CLEC-customers. This is a significant issue considering the large volume of CLEC orders that fall out of BellSouth's systems for manual processing.

vi. **UNDERSTAFFED SERVICE CENTERS**

60. BellSouth admitted in the Phase III exception report that at least one of its mistakes (the inadvertent switching problem) was caused by a backlog in the service center.

See Exhibit L at p.1. BellSouth has understaffed its service centers relative to the amount of manual handling that is required to provision LSRs from CLEC customers.¹ This raises important questions about BellSouth's ability to handle the volume of LSRs it will have to handle when AT&T and other CLECs are aggressively marketing local service in Georgia and generating large commercial volumes. BellSouth's service center was unprepared to handle the volume of orders sent by AT&T for a mere 1000 lines. The number of CLEC lines using UNE-P will be many multiples of that in a real performance environment.

vii. SYSTEM OUTAGES

61. System problems were a consistent source of problems during Phase III, as demonstrated by entries in the Phase III exceptions report. In Item O-2, BellSouth provided late Acknowledgements because of a software breakdown. See Exhibit L at p.1. In Item O-5 a system defect resulted in an erroneous request for clarification of 71 LSRs. See id. at p.2. In Item O-25, Completion Notices were delivered late because of problems in the internal computer system. See id. at p. 11. And in Items O-37 and O-38, LSRs were rejected because of problems with the internal computer systems. See id. at p. 13.

viii. INABILITY TO CAPTURE AT&T SERVICE ORDER DATA

62. Phase III revealed that BellSouth was unable to accurately record the raw data regarding the Georgia 1000 test activity. For the month of November, BellSouth

¹ Were BellSouth's flow-through capacity greater, the pressure on the service representatives would be reduced.

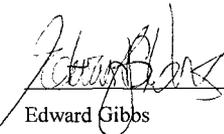
failed to record 577 Local Service Requests recorded by AT&T, representing 22% of the Local Service Requests submitted by AT&T in November. BellSouth failed to record 788 Firm Order Confirmations recorded by AT&T, representing 33% of the Firm Order Confirmations received by AT&T in November. BellSouth failed to record 79 Rejections recorded by AT&T, representing 19% of the Rejections received by AT&T in November. And BellSouth failed to record 780 Completion Notices recorded by AT&T data, representing 49% of the Completion Notices received by AT&T in November. BellSouth's inability to accurately record its internal processes undermines the confidence that can be placed in its data and conclusions based on that data. AT&T's Georgia BellSouth Data Reconciliation – November 2000 Report, which records the discrepancies between the raw data collected by BellSouth and AT&T, is attached as Exhibit "M".

V. CONCLUSION

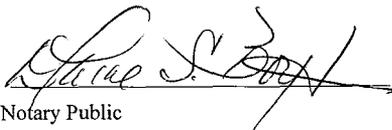
63. The results of the Georgia 1000 test indicate that BellSouth is unable to provide AT&T with UNEs on a timely and consistent basis which ultimately affects AT&T's ability to serve its customers. BellSouth's problems included inadequate business rules, inability to provide timestamps on a timely basis, inability to test the effect of point releases in a CLEC test environment, inability to capture AT&T's service order data, poor flow-through, undertrained service representatives, and understaffed service centers. As a result, BellSouth was unable to meet performance standards in almost all metric categories in Phase II and, despite improving its business rules, was unable to meet performance standards in Phase III as well. Given the small test volumes of LSRs sent by AT&T during the Georgia 1000 test, these results speak

poorly for the growth of competition in the local market. AT&T has serious reservations about BellSouth's ability to handle the large volume of orders that AT&T (and WorldCom) are expected to produce upon full-scale local market entry.

I declare under penalty of perjury that the facts stated herein are true and correct, to the best of my knowledge, information and belief.


Edward Gibbs

SWORN TO and subscribed before me this 14th day of JUNE, 2001.


Notary Public

(SEAL)

My Commission Expires:

ELAINE S. BOYE
Notary Public, State of New York
No. 03-4773726
Qualified in Bronx County
Commission Expires ~~March 30, 19~~

OCT 3, 2012